



## COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway  
Marietta, Georgia 30008-4012  
(770) 528-8400 / FAX (770) 528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)  
[www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov)

## IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

**BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY**

**Any bid received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or delivered to:

**COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012**

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.  
Any revisions made on the outside of the envelope WILL NOT be considered.**

**PLEASE CHECK bid specifications and advertisement for document requirements.**

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents / forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
  - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A (NOT REQUIRED)**
  - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND (NOT REQUIRED)**

**If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B** with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label **MUST** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not routed to the proper location for consideration. No bid will be accepted after the date and time specified.

**Thank you in advance for your cooperation.**

ADVERTISEMENT FOR BIDS  
COBB COUNTY PURCHASING DEPARTMENT

**BID OPENING DATE: June 14, 2012**

Sealed bids from qualified contractors will be receive before 12:00 NOON, June 14, 2012 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for furnishing all labor, materials, equipment, appliances, etc. pursuant to the plans, specifications, condition and addenda for:

**SEALED BID # 12-5686  
PURCHASE AND INSTALLATION OF NEW HVAC SYSTEM  
AT THE COBB MUSEUM OF ART  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**PRE-BID/PROPOSAL MEETING: MAY 30, 2012 @ 1:00PM  
COBB COUNTY PURCHASING DEPARTMENT BID ROOM  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008**

**No bids will be accepted after the 12:00 noon deadline.**

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008.

All contractors wishing to submit bids for this work must submit a qualification statement form (in bid package) to be considered. Proposals must be accompanied by bid security in the amount not less than five percent (5%) of the base bid. Performance Bond and Labor and Material Payment Bond, or other security instruments as allowed by law each in the amount equal to 100% of the contract sum will be required of the successful bidder. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Best's" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (circular 570), and have recommended bonds limits equal to or in excess of those required for this project; otherwise acceptable to the owner.

**The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.**

No proposal may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. [www.purchasing.cobbcountyga.gov](http://www.purchasing.cobbcountyga.gov).

Advertise:        May 18, 25, 2012  
                      June 1, 8, 2012



## BID SUBMITTAL FORM

SUBMIT BID/PROPOSAL TO:  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008-4012

**BID/PROJECT NUMBER: 12-5686**  
**PURCHASE AND INSTALLATION OF NEW HVAC SYSTEM AT THE COBB MUSEUM OF ART**  
**COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**DELIVERY DEADLINE: JUNE 14, 2012 BEFORE 12:00 (NOON) EST**  
**(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).**

BID OPENING DATE: JUNE 14, 2012 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

Company name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Company address: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Fax number: \_\_\_\_\_

**NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:**

(PLEASE PRINT/TYPE)      NAME \_\_\_\_\_ TITLE \_\_\_\_\_

**SIGNATURE OF OFFICER ABOVE:** \_\_\_\_\_  
(SIGNATURE)

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: \_\_\_\_\_

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: \_\_\_\_\_

Bids received after the date and time indicated will not be considered. Cobb County reserves the right to reject any and all bids, to waive informalities, to reject portions of the bid, to waive technicalities and to award contracts in a manner consistent with the county and the laws governing the state of Georgia.

The enclosed (or attached) bid is in response to Bid Number **12-5686**; is a firm offer, **as defined by section O.C.G.A. (s) 11-2-205 of the code of Georgia (Georgia laws 1962 pages 156-178)**, by the undersigned bidder. This offer shall remain open for acceptance for a period of 60 days calendar days from the bid opening date, as set forth in this invitation to bid unless otherwise specified in the bid documents.

**NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES**

Advertise Dates: May 18, 25, 2012  
June 1, 8, 2012

## **SEALED BID LABEL**

### **SEALED BID ENCLOSED**

DELIVER TO:  
COBB COUNTY PURCHASING  
1772 County Services Parkway  
Marietta, GA 30008-4012

---

**SEALED BID # 12-5686 DATE: JUNE 14, 2012**

**BIDS MUST BE RECEIVED BEFORE 12:00 NOON**

**DESCRIPTION:** PURCHASE AND INSTALLATION OF  
NEW HVAC SYSTEM AT THE COBB MUSEUM OF ART

**PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE**



*Cobb County...Expect the Best!*

**"STATEMENT OF NO BID"**

COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

**Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.**

Thank you for your cooperation.  
Cobb County Purchasing Department

---

**"STATEMENT OF NO BID"**

**SEALED BID NUMBER 12-5686  
PURCHASE AND INSTALLATION OF NEW HVAC SYSTEM  
AT THE COBB MUSUEM OF ART  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

**I wish to be retained on the vendor list for this commodity or service: Yes\_\_\_\_\_ No \_\_\_\_\_**

Please PRINT the following:

\_\_\_\_\_  
Company

\_\_\_\_\_  
Representative

You are invited to list reasons for your decision not to bid: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



*Cobb County...Expect the Best!*

## INVITATION TO BID

**SEALED BID # 12-5686**

**PURCHASE AND INSTALLATION OF NEW HVAC SYSTEM AT THE COBB MUSEUM OF ART  
COBB COUNTY PROPERTY MANAGEMENT DEPARTMENT**

**BID OPENING DATE: JUNE 14, 2012**

**PRE-PROPOSAL CONFERENCE: MAY 30, 2012 @ 1:00PM (E.S.T.)**

BIDS ARE RECEIVED IN THE  
COBB COUNTY PURCHASING DEPARTMENT  
1772 COUNTY SERVICES PARKWAY  
MARIETTA, GEORGIA 30008

**BEFORE 12:00 (NOON) BY THE BID OPENING DATE**

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT  
**BID/MEETING ROOM AT 2:00 P.M.**

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 1 COPIES OF BID  
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

**N.I.G.P. COMMODITY CODE: 91450**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

REPRESENTATIVE: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL \_\_\_\_\_

**NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.**

## **INVITATION TO BID**

Purchase and Installation of New HVAC System

At

The Cobb Museum of Art

30 South Atlanta Street

Marietta GA, 30060

**Cobb County Property Management Department**

**SEALED BID NUMBER: 12-5686**

**Invitation to Bid**  
**Purchase and Installation of New HVAC System**  
**at the Cobb Museum of Art**  
**Cobb County Property Management Department**  
**Sealed Bid #12-5686**

**BID DOCUMENTS - TABLE OF CONTENTS**

Introduction	Page 3
Special Conditions	Pages 4
Plans and Specifications	Pages 7
General Terms and Conditions	Page 8
Sample Contract	Page 28
Performance Bond Form	Page 36
Payment Bond Form	Page 37
Bid Form	Page 39
Drawings/Plans	Attachments



**Invitation to Bid  
Purchase and Installation of New HVAC System  
at the Cobb Museum of Art  
Cobb County Property Management Department  
Sealed Bid #12-5686**

**INTRODUCTION**

The Cobb County Board of Commissioners (Owner) is soliciting competitive sealed bids from experienced contractors for the **Purchase and Installation of a New HVAC System at the Cobb Museum of Art.**

Bids shall be received before **12:00 noon, on June 14, 2012** at the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, Georgia 30008. Any bid received after this time will not be considered.

Bids, timely received, will be opened at 2:00 p.m. on June 14, 2012 at the offices of the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia 30008.

**Pre-Bid Conference:**

**A Pre-Bid Conference will be held at the Cobb County Purchasing Department Bid Room, 1772 County Services Parkway, Marietta, Georgia 30008 on May 30, 2012 at 1:00 PM** for the purpose of answering questions of prospective bidders. It is to the benefit of the bidders to attend. Information will be distributed. Bidders may elect not to attend at their hazard, but should realize that they will be deemed to have received the information and be bound by any additional terms.

Written inquiries regarding this Invitation to Bid must be addressed to:

Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, Georgia 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

**Deadline for question submittal is 5:00 P.M., Tuesday, June 5, 2012.**

**Vendors are to submit an original and one (1) copy to the Cobb County Purchasing Department located at 1772 County Services Parkway Marietta, Georgia 30008.**

## **SPECIAL CONDITIONS**

### **1. Bid Form:**

In order to receive consideration, make bids in strict accordance with the following:

- a. Make bids upon the form provided therefore, properly signed and with all items bid, filled in, and completed. Do not change, alter or add words to the Bid Form. Unauthorized conditions, limitations, or provisions attached to the bid may be cause for rejection.
- b. Bids will only be accepted in a sealed envelope. No telegraphic bids or telegraphic modifications of a bid will be accepted. Modifications to the bid written on the face of the envelope will not be considered.

### **2. Bonds and Bid Security:**

- a. Bid security in the form of a bid bond, cashier's check or certified check for not less than 5% of the base bid amount must accompany each bid. The successful bidder's security will be retained until signed Contract and required certificates of insurance and bonds have been received by the Owner. No other form of bid security will be accepted.
- b. The Owner reserves the right to retain the bid securities of all bidders until the successful bidder enters into a contract with the Owner or until **60 days** after bid opening, whichever is sooner. Other bid securities will be returned as soon as practical. If any bidder refuses to enter into a contract or is unable due to the inability to timely provide insurance certificates, bonds, etc., with the Owner; the Owner may retain the bid security as liquidated damages but not as a penalty.
- c. Prior to signing the Contract, the Owner will require the successful bidder to secure and post a Performance Bond and Labor and Material Payment Bond utilizing the Owner's forms, each in the amount equal to 100% of the Contract Sum. Bonds must be written by a surety company licensed to do business in the State of Georgia, have a "Bests" rating of "A" or better, appear on the current U.S. Treasury Department list of sureties that are acceptable on bonds for the federal government (Circular 570), and have recommended bond limits equal to or in excess of those required for this project; or otherwise acceptable to the Owner. Attorneys-in-fact who sign bonds shall file with the bond a certified copy of their power-of-attorney to sign such bond. This Certificate shall include date of bond and shall be written by a surety company acceptable to the Owner and licensed to do business in the State of Georgia.

### **3. Examination of the Documents and Site of Work:**

Before submitting a bid, each bidder shall examine the Documents carefully, shall read the Project Manual as well as all proposed Contract Documents and shall visit the site of the

Work. Each bidder shall fully inform himself as to the conditions existing and limitations under which the Work is to be performed, and shall include in his bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowances will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

**4. Proof of Competency:**

All contractors wishing to submit bids for this work must submit a Qualification Statement to the Cobb County Purchasing Department with their bid proposal. This form is provided as part of the Bid Form. A bidder may be required to furnish additional evidence satisfactory to the Owner that he and his proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

**5. Execution of the Agreement:**

- a. The form of agreement between the Owner and the successful bidder will be provided to the bidder. A blank form is attached for review by all bidders.
- b. The bidder to whom the Contract is awarded shall, within ten days after notice of award and receipt of Agreement forms from the Owner, sign and deliver required copies to the Owner.
- c. At or prior to the delivery of the signed Agreement, the successful bidder shall provide to the Owner those Certificates of Insurance required by the Contract Documents and such Labor and Material Payment Bonds and Performance Bonds as are required by the Owner. Bonds and Certificates of Insurance shall be approved by the Owner before the successful bidder may proceed with the Work. Successful bidder will be issued a formal "Notice to Proceed" to formalize the date of commencement and establish the contract completion date.

6. All work performed in conjunction with these Contract Documents shall be in strict compliance with the Americans with Disabilities Act as well as "Year 2010 Compliant".

**7. Miscellaneous Project Requirements:**

- a. Materials and system types may designate specified manufacturers and models. *Substitution will be allowed if demonstrated by vendor to be equal or superior.* All materials incorporated into the work shall be new unless otherwise specified herein or approved in special circumstances by Owner or Architect.
- b. Cobb County Commissioners are required to make certain decisions that may come up during the course of the job. Depending on the timing, this could take several weeks before an available scheduled commission meeting.
- c. The Contractor represents that any reference by the Contract Documents to Cobb County as supplying utilities, permits, licenses, approvals, procedures or items of any nature whatsoever

are included with the Contractor's cost and shall not be construed to mean that the cost of such items will be paid by Cobb County. Contractor is completely responsible for any and all costs related to or levied as a result of this project. This also includes but is not limited to costs such as electrical power, gas, heat, light, water, sewer, telephone, temporary and permanent meters and fees of all types, etc.

- d. During the *construction* of the project, Contractor shall address construction concerns and questions to the **Cobb County Property Management Department** and shall not take direction from other persons or departments that may visit the site from time to time.

It is the Owner's intention that the Contractor take the Bid Documents as they are and provide a complete facility ready to be used as a completed project. Any additional requirements that the Contractor may require to totally complete the project to a move-in condition are the responsibility of the Contractor. This may include but is not limited to additional plan information, associated work not indicated, required exit sign and fire extinguishing/detection equipment, engineering stamps, protection of existing materials and equipment, securing and paying for all permits, fees, certificates of occupancy, etc. The owner has no other contracts or contractors involved in this project. This contract's intent is to complete all work of all trades that may be necessary per owner's drawings and specifications.

- e. All costs related to the preparation, submittal, etc., of this bid by the bidder is the responsibility of the bidder and will not be assumed in full or in part by the Owner. The Owner makes no representation or guarantee by the issuance of this request for bids that this project will be funded and/or performed.
- f. Omissions: Omissions and Errors from the drawings, and /or specifications, or the mis-description of details of work which are manifestly necessary to carry out the intent of the drawings and/or specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of the work, but they shall be performed as if fully and correctly set forth and described in the drawings and specifications
- g. Notice of Discrepancies: The Contractor shall check all drawings and specifications furnished him/her immediately upon their receipt and shall notify, in writing, to the Owner of any discrepancies prior to deadline for submitting inquiries stated in the bid.

The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

- h. Contractor shall substantially complete all work of the contract within 120 calendar days of Owner's Notice to Proceed. This project includes the replacement of existing air handlers and condensing units serving the vault and second floor gallery at the Arts Museum, and modifying controls of the lobby radiant heaters. At no time will the facility be without one of the existing listed units running. Contractor shall provide a detailed schedule coordinated with the Owner's overall schedule. The owner reserves the sole right to modify the milestones and portions of the schedule as necessary. Should the Contractor fail to substantially complete the entire work under this contract per the specified schedule, he shall pay Owner liquidated damages of \$250.00 per calendar day for each consecutive calendar day

until project is complete; which sum is agreed upon as a reasonable and proper measure of damages which owner will sustain per diem by failure of Contractor to complete work within time as stipulated; it being recognized by Owner and Contractor that the injury to Owner which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor. Contractor shall not be entitled to any compensation should he finish early.

## **PLANS AND SPECIFICATIONS**

The project includes everything shown on the plans and specifications which includes but is not limited to all HVAC, electrical, and miscellaneous general construction work as may be required. The complete project is shown on the following drawings which are provided as attachments:

### **DRAWING INDEX:**

E001	Dated 4/18/12
E101	Dated 4/18/12
E201	Dated 4/18/12
E202	Dated 4/18/12
M001	Dated 4/18/12
M101	Dated 4/18/12
M201	Dated 4/18/12
M202	Dated 4/18/12
M301	Dated 4/18/12

## **Cobb County General Instructions For Bidders, Terms and Conditions**

### **I. Preparation Of Bids**

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk, as the bidder will be held accountable for their bid response.

Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Invitations to Bid issued by Cobb County are advertised on the Cobb County Internet site ([www.purchasing.cobbcounty.ga.gov](http://www.purchasing.cobbcounty.ga.gov)) and every Friday in the Cobb County legal organ, the Marietta Daily Journal.

### **II. Delivery**

Each bidder should state the time of proposed delivery of goods or services. Words such as "immediate", "as soon as possible", etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

### **III. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received in writing **by 5:00 pm on June 5, 2012** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:  
Cobb County Purchasing Department  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: [www.purchasing.cobbcounty.ga.gov](http://www.purchasing.cobbcounty.ga.gov). Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all **applicable addenda prior to bid submittal**.

#### IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. **All bids shall be submitted on the Bid Proposal Form. Any revisions made on the outside of the envelope will not be accepted.** The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

#### V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days (48 hours) after the conclusion of the bid opening. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly

in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

#### **VI. Testing and Inspection**

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

#### **VII. F.O.B. Point**

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

#### **VIII. Patent Indemnity**

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

#### **IX. Bid, Pay, & Performance Bonds**

A five percent (5%) bid bond, one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond shall be furnished to Cobb County for any bid as required in bid package or document. Failure to submit appropriate bonding will result in automatic rejection of



bid. Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury's publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirements of the solicitation. The bonds shall be increased as the contract amount is increased.

## **XI. Insurance**

Insurance requirements: Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

### **A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.
5. Builders Risk Insurance, if applicable: All Risk coverage on any buildings, structure of work and material in an amount equal to 100 per cent of the value of the contract. Coverage is to cover Cobb County interest and Cobb County shall be named as Loss Payee.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

## **C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.  
The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.

3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

#### **D. ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

#### **E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### **F. SUBCONTRACTORS**

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

#### **G. WAIVER OF SUBROGATION**

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

## **XII. Award**

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not be acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

## **XIII. Delivery Failures**

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the

contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

#### **XIV. County Furnished Property**

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

#### **XV. Reject And Withdraw Bids**

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

#### **XVI. Contract**

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. The County's normal payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

#### **XVII. Non-Collusion**

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting

competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

### **XVIII. Conflict of Interest, Etc.**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
- 2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

### **XIX. Default**

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms.

An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

## **XX. Disputes**

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

## **XXI. Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

## **XXII. Ineligible Bidders**

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

## **XXIII. Alterations Of Documents**

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

## **XXIV. Termination For Convenience**

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or

services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

#### **XXV. Inter-governmental Agreement**

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

#### **XXVI. Indemnification and Hold Harmless**

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

#### **XXVII. Special Terms and Conditions**

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

**XXV. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.**

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eeo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
  - a. DBE businesses are requested to identify such status at the time they register as a vendor.
  - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
  - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.
2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

*The Plan applies only to projects which are clearly indicated by the County.*



**XXVIII. Compliance with Georgia Security and Immigration Compliance Act**  
**PROCEDURES & REQUIREMENTS**  
*(Effective 10-28-2010 - Supersedes All Previous Versions)*

**BACKGROUND**

Pursuant to the “Georgia Security and Immigration Compliance Act,” Cobb County cannot enter into a contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all newly hired employees or subcontractors. Neither may any contractor or subcontractor enter a contract with the county in connection with the physical performance of services unless the contractor and/or subcontractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91.

Before any bid for the physical performance of services is considered, the bid must include a signed, notarized affidavit from the contractor attesting to the following: (1) the affiant has registered with and is authorized to use the federal work authorization program; (2) the user ID number and date of authorization for the affiant; and (3) the affiant is using and will continue to use the federal work authorization program throughout the contract period. O.C.G.A. § 13-10-91 (b) (1). Affidavits shall be maintained for five years from the date of receipt. O.C.G.A. § 13-10-91 (b) (1).

Upon contracting with a new subcontractor, a contractor or subcontractor shall, as a condition of the contract or subcontract, provide Cobb County with notice of the identity of any and all subsequent subcontractors hired or contracted by that contractor or subcontractor within five (5) business days of entering into a contract or agreement for hire with any subcontractor. Such notice shall include an affidavit including the subcontractor’s name, address, user ID number, and date of authorization to use the federal work authorization program. O.C.G.A. § 13-10-91 (b) (3).

Based upon the County’s experience and desire for full compliance, no work may be commenced by any subsequent subcontractor prior to notice being received by the County that the subcontractor (regardless of tier) is in compliance with the law and the attached Procedures & Requirements, including the preparation and submission of the Contractor (or Subcontractor) Affidavit & Agreement AND the Immigration Compliance Certificate PRIOR to the commencement of any work.

**DEFINITIONS**

Affidavit – a written statement made or taken under oath before an officer of the court or a notary public or other person who duly has been authorized so to act.

Affiant – the person who makes and subscribes to a statement made under oath (affidavit).

Physical Performance of Services – the building, altering, repairing, improving, or demolishing of any public structure or building or other public improvements of any kind to public real property, including the construction, reconstruction, or maintenance of all or part of a public road; or any other performance of labor for a public employer under a contract or other bidding process.

## PROCEDURES & REQUIREMENTS

1. Bid Documents: Bid documents should contain information regarding the contract language and contractual requirements described below.
2. Responsive Bid Documents: Responsive bid documents MUST INCLUDE a signed, notarized affidavit from the contractor in the form attached as EXHIBIT A (CONTRACTOR AFFIDAVIT & AGREEMENT). **If the affidavit is not submitted at the time of the bid, the applicant will be disqualified.**

**THIS AFFIDAVIT MUST BE SIGNED, NOTARIZED AND SUBMITTED WITH ANY BID REQUIRING THE PERFORMANCE OF PHYSICAL SERVICES. IF THE AFFIDAVIT IS NOT SUBMITTED AT THE TIME OF THE BID, THE BID WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL BE DISQUALIFIED.**

3. Contract Language & Contractual Requirements: Affirmative language shall be contained in agreements for the performance of services to cover all statutory and County requirements; such language shall require:
  - (a) That affidavits in the form attached to these “Procedures & Requirements” be executed from a contractor (and any subcontractors, regardless of tier) and notarized, showing compliance with the requirements of O.C.G.A. § 13-10-91 and that such be made part of the contract and/or subcontracts;
  - (b) That the contractor (and any subcontractors, regardless of tier) fully comply with the requirements for completing and submitting the “Immigration Compliance Certification” and that such certification be received by the County prior to the commencement of any work under the contract or subcontract;
  - (c) That the contractor (or any subcontractor, regardless of tier) notify the County within five (5) business days of entering into a contract or other agreement for hire with any subcontractor(s), regardless of tier;
  - (d) That the contractor be responsible for obtaining and providing to the County the “Subcontractor Affidavit & Agreement” and “Immigration Compliance Certification” attached to and required under these “Procedures & Requirements” from each subcontractor, regardless of tier, employed or retained for work under the contract prior to the commencement of any work under the contract or any subcontract;
  - (e) That Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);
  - (f) That any contractor and/or subcontractor retaining any other subcontractor to perform services under the contract provide legal notice to any subcontractor of the requirements of Cobb County for immigration compliance and further provide notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s);

- (g) That failure to comply with any of the requirements and procedures of the County (i.e., failure to timely supply required affidavits or compliance certification documents; failure to utilize federal work authorization procedures; failure to permit or facilitate audits or reviews of records by County or State officials upon request; and/or failure to continue to meet any of the statutory or County obligations during the life of the contract) shall constitute a material breach of the agreement and shall entitle the County to dismiss any general contractor or to require the dismissal of any subcontractor or sub/subcontractor (irrespective of tier) for failing to fully comply with these requirements;
- (h) That upon notice of a material breach of these provisions, the contractor (or subcontractor, regardless of tier) shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract, the requirement that a subcontractor be dismissed from performing work under the contract, and any and all damages permissible by law.
4. Immigration Compliance Certification: Prior to commencing work under any contract for the physical performance of services, the contractor shall complete the “IMMIGRATION COMPLIANCE CERTIFICATION” form attached to these “Procedures & Requirements” and submit the same to the County.

Prior to allowing any other subcontractor to perform work under the contract, the contractor shall obtain a completed “IMMIGRATION COMPLIANCE CERTIFICATION” from each subcontractor (regardless of tier) and submit the same to the County.

***FORM ATTACHMENTS:***

1. CONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A);
2. SUBCONTRACTOR AFFIDAVIT & AGREEMENT (EXHIBIT A-1);
3. IMMIGRATION COMPLIANCE CERTIFICATION (EXHIBIT A-2).

**CONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A)**

**This affidavit must be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, the bid will be determined non-responsive and will be disqualified.**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA) <http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor or subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Contractor Name]

\_\_\_\_\_  
Contractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

***Effective 10-28-2010***

**SUBCONTRACTOR AFFIDAVIT & AGREEMENT  
(EXHIBIT A-1)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the contract period.

The undersigned further agrees that should it employ or contract with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the undersigned subcontractor will:

- (1) Notify the County within five business days of entering into a contract or agreement for hire with any subcontractor(s);
- (2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Subcontractor Affidavit form (EXHIBIT A-1) prior to the commencement of any work under the contract/agreement;
- (3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Immigration Compliance Certification (EXHIBIT A-2) prior to the commencement of any work under the contract/agreement;
- (4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;
- (5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and
- (6) Maintain such records for a period of five (5) years.

\_\_\_\_\_  
EEV (E-Verify) Program User ID Number

\_\_\_\_\_  
EEV Program Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
[Subcontractor Name]

\_\_\_\_\_  
Subcontractor Business Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Notary Public Commission Expires: \_\_\_\_\_

*Effective 10-28-2010*

**IMMIGRATION COMPLIANCE CERTIFICATION**  
***(Required to be completed by Contractors and all Subcontractors)***  
**(EXHIBIT A-2)**

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

\_\_\_\_\_  
*(Project Name/Description)*

_____	_____	_____
_____	_____	_____
_____	_____	_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our contract to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9's are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

**Sworn to by:**

**Employer Name & Address:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

SWORN AND SUBSCRIBED BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 201\_

Notary Public  
Commission Expires: \_\_\_\_\_

***Effective 10-28-2010***

## EXHIBIT B

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department  
Attn: Purchasing Director  
1772 County Services Parkway  
Marietta, GA 30008  
Fax: 770-528-1154  
Email: [purchasing@cobbcounty.org](mailto:purchasing@cobbcounty.org)

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Name of Organization Certification \_\_\_\_\_

**This information is acquired for informational purposes only and will  
have no bearing on the award unless otherwise stated**

**Instructions for Completing Exhibit C**  
**Disadvantaged Business Enterprise (DBE)**  
**Participation Report**

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP/ITB or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

**\*\*\* Instructions \*\*\***

1. Contractor/Vendor is furnished the one-page ***DBE Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division  
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE.
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.
3. Has a personal net worth which does not exceed \$750,000.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8 (a) program.



# Exhibit C

## Cobb County Government Disadvantaged Business Enterprise Participation

### Monthly Report

**Contractor/Vendor:** Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

**County Departments:** Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: \_\_\_\_\_ Month Invoiced: \_\_\_\_\_  
**Name of Prime Contractor/Vendor** **From/To:**

Cobb County Project Name: \_\_\_\_\_ Bid or P.O. Number: \_\_\_\_\_

Cobb County Department or Agency receiving service or product: \_\_\_\_\_

Description of Purchased Service/Product: \_\_\_\_\_

Full Contracted Amount: \$\_\_\_\_\_ Payment amount requested at this time: \$\_\_\_\_\_

1. Are YOU, the Prime Contractor a DBE business? YES \_\_\_\_\_ NO \_\_\_\_\_
2. Are YOUR subcontractors DBE vendors? YES \_\_\_\_\_ NO \_\_\_\_\_

**Please provide information below for each participating DBE subcontractor(s).**

DBE Subcontractor Business Name	Type Service or Product Supplied	DBE Subcontractor Business/Contact Tel. Number	Actual Dollar Value of DBE Subcontractor Participation this Reporting Month
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: \_\_\_\_\_  
**Printed Name**

Title or position: \_\_\_\_\_

Signature of Authorized Representative

Date Completed: \_\_\_\_\_



## SAMPLE CONTRACT

Date: / /20xx

OWNER: COBB COUNTY BOARD OF COMMISSIONERS ("Owner")  
COBB COUNTY, GEORGIA  
c/o Property Management Department  
1150 Powder Springs Street, Suite 200  
Marietta, Georgia 30064

CONTRACTOR: ("Contractor")

WORK: ("Work")  
(General caption only)

PROJECT: ("Project")

ARCHITECT-ENGINEER: N/A ("Architect")

CONTRACT PRICE: ("Price")  
and 00/100 (\$.00)

MONTHLY BILLING DATE: To be received at the ("Monthly Billing Date")  
Cobb County Property Management office by the 25th of each month.

RETAINED PERCENTAGE: Ten (10%) Percent, ("Retained Percentage")  
adjusted per paragraphs 3 & 4

CHANGE ORDER COMBINED OVERHEAD AND PROFIT: ("Profit Percentage")  
Fifteen (15%) Percent

PAYMENT AND PERFORMANCE BONDS: Required\_\_\_ Not Required\_\_\_

(The above terms are incorporated by reference and are more fully explained below.)

Owner, and Contractor, with offices at the addresses shown above, agree for themselves, their successors and assigns as follows:

**1 . WORK:** Contractor shall perform and furnish all labor, supervision, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage and all other things necessary to prosecute and complete the work identified and described in, or which can be reasonably inferred from, Schedule A attached hereto (the "Work"). The Work shall be performed by Contractor in a good and workmanlike manner strictly in accordance with the Contract Documents, consisting of the plans, specifications (including, but not limited to, general, special and supplemental conditions), addenda and other documents identified in Schedule B attached hereto, and all subsequently and duly issued modifications thereto.

Contractor represents and agrees that it has carefully examined and understands the Contract Documents relevant to the Work; has

adequately investigated the nature and conditions of the project site and locality; has familiarized itself with conditions affecting the difficulty of the Work and the condition of any equipment to be maintained and/or repaired; and has entered into this Contract based on its own examination, investigation and evaluation and not in reliance upon any opinions or representations of Owner.

**2. PRICE:** Owner shall pay to Contractor for the satisfactory performance and completion of the Work and performance of all the duties, obligations and responsibilities of Contractor under this Contract, the sum set forth herein as the Price, subject only to additions and deductions as expressly provided in this Contract. To the extent that the Work is to be performed on a unit price basis, the Price shall be computed in accordance with the unit prices set forth in Schedule C, based on actual quantities determined in accordance with the Contract Documents and this Contract. The Price and all unit prices shown in Schedule C shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Contract Documents, including, but not limited to, the costs of labor, supervision, services, materials, equipment, replacement parts/equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes, and all overhead and profit.

**3. PROGRESS PAYMENTS:** Within ten (10) days after the date of transmission of this Contract to Contractor, Contractor shall submit to Owner for Owner's approval a detailed schedule showing a proper cost breakdown (with a proper share of associated overhead and profit) of the Price according to the various line items or parts, of the Work, for use only as a basis for verifying Contractor's applications for payment.

The Contractor shall submit an Application for Payment on the 25th of each month. The Contractor will provide with the Payment Application, a line item breakdown of all previous costs to date plus the amount being applied for. The Owner will make payments to the Contractor within a reasonable period of time after receipt of the Payment Application equal to the value of the Completed Work and Stored Work as of the corresponding Monthly Billing Date, to the extent approved by Owner and Architect, and after deducting (a) all previous payments, (b) current retainage (to a maximum of 10 percent of each progress payment; provided, however, that, when 50 percent of the contract value including change orders and other additions to the Contract value provided for by the Contract Documents is due and the manner of completion of the Contract Work and its progress are reasonably satisfactory to the Owner's authorized Contract Representative, the Owner shall withhold no more retainage. If, after discontinuing the retention, the Owner's authorized Contract Representative determines that the Work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level.), (c) all charges or backcharges for services, materials, equipment, or other items furnished or otherwise chargeable to Contractor, and (d) withheld payments if the Owner determines there is unsatisfactory job progress, defective work, disputed work, actual or potential third party claims, failure to make timely payments for labor or materials, damage to other entities connected with the project or reasonable evidence that the contract cannot be completed for the balance of the contract price. Payments that are not unreasonably delayed will bear no interest penalties. The terms of this paragraph and the entire Contract Documents are intended to supersede all provisions of the Prompt Pay Act, O.C.G.A. 13-11-1 through 13-11-11.

Owner reserves the right to advance the date of any payment (including final payment) due or to become due under this Contract if, in its sole judgment, it becomes desirable to do so. The Owner shall not thereby incur any obligation to do so in the future or waive his right to strict compliance with the Contract terms.

Contractor shall not be entitled to any payment until this Contract has been properly executed and all documents and information to be furnished by Contractor have been supplied to Owner. If Owner has a dispute over a portion of the invoices, the undisputed portion will be paid.

**4. FINAL RETAINAGE PAYMENT:** At substantial completion of the Work and as the Owner's authorized Contract Representative determines the Work to be reasonably satisfactory, the Owner shall within 30 days after the last of the following to occur: (a) delivery of a final application for payment, (b) furnishing of evidence satisfactory to Owner that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment, taxes, or other items performed, furnished or incurred in connection with the Work, (c) delivery of all guaranties, warranties, bonds, instruction manuals, performance charts, diagrams, as-built drawings and similar items required of Contractor or its suppliers or subcontractors and (d) delivery of a general release, in a form satisfactory to Owner, executed by Contractor running to and in favor of Owner, and such other parties as Owner may require; pay the retainage to the Contractor. If at that time there are any remaining incomplete minor items, an amount equal to 200 percent of the value of each item as determined by the Owner's authorized Contract Representative shall be withheld until such item or items are completed to the Owner's satisfaction.

**5. PAYMENT CONDITIONS:** Contractor will receive the payments made by Owner and Contractor will hold such payments as a trust fund to be applied first to the payment of laborers, suppliers, subcontractors, and others responsible for the Work for which such payments are made, including sufficient funds so that all taxes and insurance applicable thereto are also paid and shall comply with all laws applicable thereto.

Contractor shall, as often as requested by Owner, furnish such information, evidence and substantiation as Owner may require with respect to the extent and value of current progress and the nature and extent of all obligations incurred by Contractor in connection with the Work and all payments made by Contractor on account thereof. Contractor shall also furnish, as required by Owner in its sole discretion, such partial or final lien waivers or releases as Owner deems necessary to ensure that Contractor has paid all persons furnishing any labor, material, or services in furtherance of any Work furnished hereunder. If required by Owner, the furnishing of such lien waivers and releases shall be a condition precedent to any payment hereunder. Nothing herein shall constitute any requirement that Owner exercise its discretionary option to require such releases and waivers. Moreover, no prior failure of Owner to require such releases and waivers shall limit Owner's right to require them subsequently.

Owner reserves the right to withhold, as a reserve and without limiting its other rights and remedies, an amount sufficient: (a) to defend, satisfy and discharge any asserted claim that Contractor (or anyone providing any of the Work hereunder) has failed to make payment for labor, services, materials, equipment, taxes, or other items or obligations furnished or incurred in connection with the Work or has caused damage to the Work or to any other work on the Project; (b) to complete the Work if it appears that funds remaining in the Contract, including retainage and exclusive of backcharges, are insufficient to complete the Work;

(c) to reimburse Owner for any backcharges incurred as a result of any act or omission by Contractor hereunder; (d) to protect Owner from the possible consequences of any other breach or default by Contractor hereunder; or (e) to secure Owner with respect to any breach or default by Contractor or its affiliates, parent company and subsidiaries under any other agreement. Payment hereunder shall not be evidence of the proper performance or progress of the Work and no payment shall be construed to be acceptance of defective, faulty or improper work or materials.

**6. TIME:** Time is of the essence. Therefore, Contractor shall: (a) submit, with its proposed schedule, information showing the time

required to prepare and approve shop drawings, to fabricate and deliver materials and equipment, and to install the Work; (b) order (for manufacture or purchase or delivery) all materials required for performance of the Work as soon as possible in order to avoid delays caused by strikes; transportation or unavailability; (c) furnish Owner within thirty (30) days a list of major materials and equipment required for the Work, showing the name, address and telephone number of the supplier and the date on which such material and equipment is expected to be delivered to the Project site; (d) furnish Owner, upon issuance, a copy of each major purchase order and subcontract (with price information deleted); (e) cause a qualified home office supervisory representative (while Contractor has forces at the Project site and for two weeks prior thereto) to attend weekly progress meetings; and (f) notify Owner immediately by telephone and confirm in writing within ninety-six (96) hours, if Contractor finds that any item cannot be delivered as required to maintain Owner's progress schedule. Contractor also agrees to be bound by such modifications to the Project schedule as are discussed at the weekly job progress meetings and are contained in the minutes of those meetings unless written objection is made by Contractor within seventy-two (72) hours of the occurrence of such meeting.

**7. EXTENSIONS OF TIME:** Should Contractor, without any fault or neglect on its own part, be delayed in the completion of the Work by the fault or neglect of Owner, Contractor, as its sole remedy, shall be entitled to a reasonable extension of time only. Should Contractor, without any fault or neglect on its own part, be delayed in the completion of the Work by an act of God or such other cause beyond the control of the Contractor, Contractor shall be entitled to a reasonable extension of time to be determined in accordance with this Contract and the Contract Documents. In no event shall Contractor be entitled to compensation or damages for any delay in the commencement, prosecution, or completion of the Work or for any schedule adjustments resulting therefrom.

Notwithstanding anything to the contrary in the Contract Documents or this Contract, Contractor shall not be entitled to an extension of time unless a written notice of delay shall have been delivered to Owner within ninety-six (96) hours after commencement of the claimed delay.

**8. CHANGE ORDERS:** Without notice to any surety and without invalidating this Contract, Owner may from time to time, solicit an offer by written order to Contractor to make changes in the Work under the Contract Documents.

Upon request of Owner, and in a timely manner, Contractor shall submit a written offer and proposal for any applicable Price and time adjustment attributable to the changed Work, detailed as Owner may require, supported and conforming to the requirements of the Contract Documents.

Where a change is issued pursuant to a change required by the Owner, the Price shall be adjusted by the net amount of any direct savings and direct cost plus Profit Percentage, attributable to the Change Order, and the time for performance of the Work may be adjusted according to the Contract Documents, subject, however, in each case to the following limitations: (a) where the Work affected by Change Order is the subject of unit prices under Exhibit C, the Price adjustment shall be limited to the amounts obtained by applying such unit prices to the actual increase or decrease in the quantity of units due to the change, and (b) the amount allowable for all overhead and profit shall be limited to the product obtained by multiplying the Profit Percentage by the net amount of the Contractor's direct savings and direct cost.

As used in this contract, Contractor's direct savings and direct cost shall mean and be limited to the actual amount of the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums if and to the extent actually increased; and actual rent not greater than the rent charged in the locale, or reasonable value of Contractor-owned equipment and machinery.

If the parties are able to agree upon the amount of the Price adjustment and the extent of any time adjustment, such adjustment shall be set forth and memorialized in a Change Order which shall be accepted by Contractor. If the parties are unable to agree upon such adjustments, Owner may elect to issue the Change Order to Contractor directing such work to be performed by Contractor, and any adjustments to Price or time shall be subject to ultimate determination in accordance with this contract; and Contractor shall, nonetheless, proceed immediately with the changed Work. Contractor shall keep a detailed account of the direct savings and direct cost due to the changed Work separately from its other accounting records and shall make such records available to the Owner at Owner's request. Failure to keep adequate and separate cost records of the changed Work, and to furnish same to Owner upon its request, shall constitute an acceptance on Contractor's part of the Owner's determination of the direct savings and direct cost of such changed Work. In no event shall Contractor proceed with changed Work without a Change Order issued pursuant to this paragraph 8 and Owner shall not be liable for any additional costs incurred or delays encountered in the performance of such changed Work without such a written Change Order.

**9. NOTICES:** All Written notices provided for in this contract or in the Contract Documents shall be deemed given if delivered personally to a responsible representative of the party, sent by telegram, fax with fax acknowledgment, or by regular mail to the party at its address specified herein. Either party may from time to time, by notice to the other as herein provided, designate a different address to which notices to it should be sent.

**10. BONDS:** If so indicated on page 1 hereof, Contractor shall furnish, within ten (10) days of date of transmission of this contract to Contractor, which is included in the Price, a performance bond and a payment bond, each in an amount equal to the Price, on standard Cobb County forms and Contractor agrees to notify its surety or sureties of increases in the Price and to take such action as is required to have the penal amount of the bonds furnished pursuant to this paragraph increased correspondingly.

**11. INSURANCE:** Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of the Work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### **A. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage for premises/operations, products/completed operations, contractual liability, independent contractors, broad-from property damage, and underground, explosion and collapse hazard.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability of \$100,000 per accident.
4. Umbrella Liability: \$5,000,000 combined single limits per occurrence.

#### **B. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

#### **C. OTHER INSURANCE PROVISIONS**

1. General Liability, Automobile Liability, and Umbrella Liability Coverages.

The Owner and its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, officials, employees and volunteers.

The Contractor is responsible for insuring its own property and equipment.

2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.
3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be changed, cancelled, suspended, terminated or non-renewed except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Cobb County of said change of coverage, cancellation, suspension, termination / or non-renewal.

#### **D. ACCEPTABILITY.**

Insurance is to be placed with insurers with a Best's rating of no less than

A: VII, or otherwise acceptable to the Owner.

#### **E. VERIFICATION OF COVERAGE.**

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

#### **F. SUBCONTRACTORS**

Subcontractor means one not in the employment of the Contractor who is performing all or part of the services under this Agreement under a separate contract with the Contractor.

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Contractor is responsible for having all subcontractors comply with all terms and conditions of the Invitation to Bid.

#### **G. WAIVER OF SUBROGATION**

Vendor shall require all insurance policies in any way related to the work and secured and maintained by Vendor to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against Customer. Vendor shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

**12. INDEMNITY:** To the full extent permitted by law, Contractor agrees to defend, indemnify and save harmless Owner, and their agents, servants and employees, from and against any claim, cost, expense, or liability (including legal fees, including but not limited to attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of property (including loss of use thereof), caused by, arising out of, resulting from, or occurring in connection with the performance of the Work by Contractor, its subcontractors and suppliers, or their agents, servants, or employees, whether or not caused in part by the active or passive negligence or other fault of a party indemnified hereunder, to the

extent allowed by law; provided, however, Contractor's duty hereunder shall not arise if such injury, sickness, disease, death, damage, or destruction is caused by the sole negligence of a party indemnified hereunder. Contractor's obligation hereunder shall not be limited by the provisions of any worker's compensation or similar act. Contractor hereby agrees that One Hundred Dollars and No/Cents (\$100.00) of the Price constitutes the separate consideration for Contractor's indemnity hereunder. Such amount shall be deemed paid out of the first application for payment paid hereunder.

Should any person or entity assert a claim or institute a suit, action, or proceeding against Owner involving the manner or sufficiency of the performance of the Work, Contractor shall upon request of Owner promptly assume the defense of such claim, suit, action or proceeding, at Contractor's expense, and Contractor shall indemnify and save harmless Owner as well as anyone to be defended, indemnified and held harmless by Owner and its or their agents, servants, and employees, from and against any liability, loss, damage, or expense arising out of or related to such claim, suit, action, or proceeding.

**13. ASSIGNMENT:** Contractor shall not assign this contract or any monies due or to become due hereunder without the prior written consent of Owner. No assignment by Contractor of any right hereunder shall be effective and any such attempt shall be null and void. No third party shall have any right to enforce any right of Contractor under this contract. If Owner gives written consent to an assignment of this contract, in whole or in part, Contractor shall not be relieved of its duties and obligations hereunder and shall be and remain fully responsible and liable for the acts and omissions of its assignees. Nothing herein shall prevent Contractor from engaging subcontractors to perform a portion of the Work hereunder. However, Contractor shall be and remain as fully responsible for all persons directly or indirectly employed by such subcontractors, as Contractor is for its own acts and omissions and those of its agents, servants, and employees. Additionally, nothing herein shall prevent any guarantor or surety of Contractor from enforcing any right hereunder after acknowledgment of its obligation as guarantor or surety. Any attempted enforcement of such rights in the absence of an express acknowledgment shall constitute an admission by any guarantor or surety of its obligations under its agreement of guarantee or suretyship.

**14. COMPLIANCE:** Contractor shall, at its own expense, obtain all necessary licenses and permits pertaining to the Work and comply with all statutes, ordinances, rules, regulations and orders of any governmental or quasi-governmental authority having jurisdiction over the Work or the performance thereof, including, but not limited to, those relating to safety, wages, discrimination and equal employment opportunity. Contractor shall promptly correct any violations of such statutes, ordinances, rules, regulations and orders committed by Contractor, its agents, servants and employees; and Contractor shall receive and respond to, and shall defend, indemnify and save harmless Owner, as well as anyone to whom Owner is obligated, and their agents, servants and employees from and against any loss, liability, or expense arising from, any such violations and any citations, assessments, fines, or penalties resulting therefrom.

**15. SAFETY:** Contractor agrees that the prevention of accidents to persons engaged upon or in the vicinity of the Work is its responsibility. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental or quasi-governmental authorities having jurisdiction.

**16. CLEANING UP:** Contractor shall, at its own expense: (a) keep the premises at all times free from waste materials, packaging and other debris accumulated in connection with the Work by collecting and removing such debris from the job site on a daily or other basis requested by Owner; (b) at the completion of the Work in each area, sweep and otherwise make the Work in its immediate vicinity "broom-clean;" (c) remove all of its tools, equipment, scaffolds, temporary structures and surplus materials as directed by Owner at the completion of the Work; and (d) at final inspection clean and prepare the Work for acceptance by Owner. Contractor agrees to provide all cleaning and cleanup required under the Contract Documents pertaining to the Work to the extent such requirements are in excess of those contained in this paragraph.

**17. TEMPORARY FACILITIES:** All temporary site facilities, such as storage, sheds, water, heat, light, power, toilets, hoists, elevators, scaffolding, cold weather protection, ventilating, pumps, watchman service, etc., required in performing the Work shall be furnished by Contractor.

**18. QUALITY:** Contractor shall at all times provide first-quality, new materials (unless otherwise specified in the Contract Documents) and workmanship conforming to the Contract requirements. Contractor shall at all times provide proper facilities and an opportunity for the inspection of the Work by Architect and Owner and their representatives. Contractor shall, within forty-eight (48) hours after receiving written notice from Owner, proceed to take down and remove all portions of the Work which Owner shall have condemned as unsound, improper, or in any way failing to conform to the Contract Documents or this Contract and shall replace the same with proper and satisfactory Work and make good all work damaged or destroyed thereby. Owner's failure to discover or notify Contractor of defective or nonconforming Work at the time the Work, or any portion thereof, is performed or completed shall not relieve Contractor of full responsibility for replacement of the defective or nonconforming Work and all damages resulting therefrom.

**19. GUARANTEES:** Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one year from the date of acceptance of the Project by the Architect and Owner or within such longer period as may be provided in the Contract Documents. Contractor warrants that all materials furnished hereunder meet the requirements of the Contract Documents and impliedly warrants that they are both merchantable and fit for the purposes for which they are to be used under the Contract Documents.

**20. SUBMITTALS:** Contractor shall immediately prepare or obtain and promptly submit to Owner shop and erection drawings, samples, product data, catalogue cuts, laboratory and inspection reports and engineering calculations, all as may be required by the Contract Documents or as may be necessary or appropriate to describe the details of the Work. Approval of drawings or other submittals by Owner or Architect shall not relieve Contractor of its obligation to perform the Work in strict accordance with the Contract Documents or its responsibility for proper matching of the Work to contiguous work.

**21. LIENS:** Contractor shall defend, indemnify and save harmless Owner from any lien or claim of lien filed or maintained by any laborer, materialman, subcontractor, or other person or entity directly or indirectly acting for, through, or under Contractor, against the Project or any

part thereof or any interest therein or against any monies due or to become due from Owner to Contractor. Without limiting the foregoing, Contractor shall cause any such lien or claim of lien to be satisfied, removed, or discharged by bond, payment, or otherwise within such time as provided under the Contract Documents or ten (10) days from the date of receipt by the Owner, whichever is shorter.

**22. PATENTS:** Contractor shall defend, indemnify and save harmless Owner, from and against any claim, cost, expense, or liability (including attorneys' fees) arising out of or resulting from infringement or alleged infringement of any patent rights attributable to the Work.

**23. LABOR:** Contractor agrees that where its Work is stopped, delayed, or interfered with by strikes, slow-downs, or similar interruptions or disturbances (including cases where the Contractor's employees are engaged in a work-stoppage solely as a result of a labor dispute involving Owner or others and not in any manner involving Contractor,) Owner shall have the rights and remedies provided for herein. Contractor shall maintain and exercise control over all employees engaged in the performance of the Work, and Contractor shall, to the extent permitted by law, remove or cause to be removed from the Project any employee whose presence is detrimental to the orderly prosecution of the Work. Contractor shall take all necessary steps to restrain and enjoin any illegal picketing, demonstrating, violence, or similar activity against the Contractor at the Project.

**24. DAMAGE:** Owner shall not be liable or responsible for loss or damage to the equipment, tools, facilities, or other personal property owned, rented, or used by Contractor, or anyone employed by or through Contractor, in the performance of the Work; and Contractor shall maintain such insurance and take such protective action as Contractor deems desirable with respect to such property. Owner shall not be liable or responsible for any loss or damage to the Work, and Contractor shall be responsible for the correction or restoration of any such loss or damage to the Work, or to the work of Owner or any other contractor, resulting from the operations of Contractor, or its subcontractors, agents, servants, or employees hereunder. Contractor shall take all reasonable precautions to protect the Work from loss or damage prior to acceptance by Owner.

**25. DEFAULT:** Should Contractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of required quality to perform the Work with the skill, conformity, promptness and diligence required hereunder; (b) cause interference, stoppage, or delay to the Project or any activity necessary to complete the Project; (c) become insolvent; or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Contract, then in any such event, each of which shall constitute a default hereunder by Contractor, Owner shall, after giving Contractor notice of default and seventy-two (72) hours within which to cure, have the right to exercise any one or more of the following remedies:

(i) require that Contractor utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default;

(ii) attempt to remedy the default by whatever means Owner may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing, or otherwise completing the Work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) from any monies due or to become due to Contractor hereunder;

(iii) after giving Contractor an additional seventy-two (72) hours notice (at any time following the expiration of the initial seventy-two (72) hour notice and curative period), terminate the Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Contractor related to the Work, for purposes of completing the Work and securing to Owner the payment of its costs (plus an allowance for administrative burden equal to fifteen percent (15%) of such costs) and other damages under the Contract and for the breach thereof, it being intended that Owner shall, for the stated purposes, be the assignee of and have a security interest in the property described above to the extent located on the Project site; or

(iv) call upon the surety, if applicable, to perform in accordance with the performance bond.

(v) recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential (including without limitation any increase in Owner's cost of insurance resulting from Contractor's failure to maintain insurance coverages required hereunder), and all reasonable attorneys' fees suffered or incurred by Owner by reason of or as a result of Contractor's default.

After completion of the Work by the exercise of any one or more of the above remedies and acceptance of the Work by Owner, Owner shall promptly pay Contractor any undisbursed balance of the Price, if any. If the cost of completion of the Work plus the allowance for administrative burden, together with any other damages or losses sustained or incurred by Owner, shall exceed the undisbursed balance of the Price, Contractor and its guarantors, surety, or sureties shall pay the difference within fifteen (15) days of written demand from Owner.

The foregoing remedies shall be considered separate and cumulative and shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at law or in equity. Contractor's guarantors, surety, or sureties agree to be bound to Owner with respect to such remedies notwithstanding any provision of the bonds as described herein.

Except as limited by this Contract, Contractor shall have the rights and remedies available at law or in equity for a breach of this Contract by Owner. Any default shall be deemed waived unless Contractor shall have given Owner written notice thereof within five (5) days after the occurrence of such default. Contractor shall not be entitled to stop the Work or terminate this Contract on account of Owner's failure to pay an amount claimed due hereunder (including payment for claimed changed Work) so long as Contractor shall not have adequately substantiated the amount due or so long as a good faith dispute exists as to the amount due. Contractor shall not be entitled to stop the Work on account of a default by Owner unless such default shall have continued for more than ten (10) days after Owner's receipt of written notice of such default from Contractor, specifying in detail the nature of the default and the steps necessary to cure the claimed default.

Contractor shall not be entitled to terminate this Contract except for a substantial and material breach by Owner which shall have continued, uncured, for at least an additional thirty (30) days after (a) Contractor shall have stopped working in accordance with this paragraph and (b) Owner shall have received thirty (30) days written notice of Contractor's intention to terminate this Contract.

Should any termination for default under paragraph 25 (iii) be determined to be invalid, improper or wrongful, such termination shall be deemed to have been a termination for convenience as provided in paragraph 27 below.

**26. DISPUTES:** If a dispute should arise between Owner and Contractor under or related to the Contract, or the breach thereof, then either party may seek redress of its grievances as to such disputes at law or in equity or by arbitration if both parties agree after default or breach to arbitrate. The award rendered by arbitrators shall not be final or binding. Contractor agrees to continue to perform its Work despite the existence of disputes. The existence of a dispute shall not be grounds for any failure to perform by Contractor nor limit the right of Owner to proceed, in good faith, to remedy any default by Contractor.

**27. EARLY TERMINATION:** Should this Contract be terminated based on default, Contractor shall assign all purchase orders and subcontracts to Owner if Owner, in its sole discretion, requests such assignments. Contractor agrees to incorporate such provisions in its agreements with suppliers and subcontractors to effectuate this provision. Nothing herein shall create any duty on the part of Owner to accept the assignment of any purchase order or subcontract hereunder.

Further, in its sole discretion and without notice to any guarantors, surety, or sureties, Owner may terminate this Contract for its convenience upon the giving of written notice to Contractor. In no event shall Contractor be entitled to consequential damages or loss of profits on portions of the Work not yet performed. If terminated for convenience, Contractor shall be entitled to be paid all costs of all Work provided hereunder including reasonable and necessary costs of termination, as determined in accordance with the method set forth in paragraph 8 above, together with the Profit Percentage attributable to the costs so determined. Payment shall be made in accordance with and subject to the requirements of paragraph 4.

**28. SETOFF:** If Contractor is, or hereafter begins, performing any other work for Owner other than the Work under this Contract and the unpaid balance of the Price becomes insufficient to complete such Work or compensate Owner for any damages or deficiencies by the Contractor in the performance of the other work, Contractor hereby consents and agrees to allow Owner, in its sole discretion and judgment, to setoff any of Owner's claims against any funds due, or which may become due, Contractor under any other agreement with Owner, or any contract on any other project. No refusal or failure of Owner to exercise its rights hereunder shall constitute the basis of any right or claim against Owner.

**29. MISCELLANEOUS:** (a) All matters relating to the validity, performance, or interpretation of this Contract shall be governed by the laws of the State of Georgia, performance, or interpretation, as the case may be, of the Contract. This Contract is entered into in Cobb County and all services under this Contract are capable of being performed and are to be performed in Cobb County, Georgia. Therefore, the parties agree that Cobb County is the proper venue for the resolution of any disputes.

(b) This Contract, including the documents incorporated herein by reference, embodies the entire agreement of the parties and supersedes all prior negotiations, agreements, and understandings related to the subject matter hereof.

(c) This Contract may not be changed in any way except as herein provided or by a writing signed by a duly authorized officer or agent of each party. No requirement of this Contract may be waived except in writing signed by a duly authorized officer of the waiving party.

(d) The provisions of this Contract and the Contract Documents are intended to supplement and complement each other. If, however, any provision of this Contract irreconcilably conflicts with a provision of the Contract Documents, the provision imposing the greater duty on the Contractor shall govern. In case a provision of this Contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

(e) Where the context requires, neuter terms used herein shall include the masculine and feminine, and singular terms shall include the plural, and vice versa.

**IN WITNESS WHEREOF**, the parties have duly executed this Contract as of the date first above written.

COBB COUNTY BOARD OF COMMISSIONERS,  
COBB COUNTY, GEORGIA

ATTEST:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

ATTEST:

CONTRACTOR:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

**CONTRACTOR CHECK ONE:**    ☐ Corporation    ☐ Partnership/Joint Venture    ☐ Individual

**LICENSING:** By executing this Contract, Contractor affirms that it holds the following contractor license(s) applicable to the Work as required by the State of Georgia:

License No((s)) \_\_\_\_\_ License Classification(s): \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**FEDERAL EMPLOYER**

**ID #:** \_\_\_\_\_

**BUSINESS LICENSE #:** \_\_\_\_\_

**SCHEDULE A - WORK:** Pursuant to paragraph 1 of this Contract, Contractor shall prosecute and complete the following Work:



**SCHEDULE B - CONTRACT DOCUMENTS:** The Contract Documents referred to in paragraph 1 and elsewhere in this Contract consist of the Contract and the following:

Project Manual dated xx/xx/20xx  
All Addenda issued by the owner prior to receipt of bids  
Contractor's Bid Form  
Owner's Purchase Order and Notice to Proceed

**SCHEDULE C - SUPPLEMENTAL PRICE SCHEDULE:**

**UNIT PRICES:** Pursuant to paragraphs 2 and 8 of this Contract, the following unit prices shall be used in determining the Price and any adjustments thereto, without limitation unless expressly provided herein:

**ALLOWANCES:** The price specified on page 1 of the Contract includes the following allowances for the parts of the Work specified below, to be furnished by Contractor in accordance with the Contract Documents:

**SCHEDULE D - PERFORMANCE SCHEDULE:** Pursuant to paragraph 6 of this Contract and without limiting the provisions thereof, Contractor shall perform the Work and its several parts according to the following specific schedule, and as the same may be revised from time to time by Owner:

Contractor to complete all portions of the contract work within the calendar day period (120 calendar days) described in the Specifications portion of the Project Manual. The start date is established as the date the successful bidder receives the Owner's "Notice to Proceed." Should the Contractor fail to substantially complete the work under this contract per the specified schedule, he shall pay Owner liquidated damages of \$250.00 per calendar day for each consecutive calendar day until project is complete.



*Cobb County...Expect the Best!*

## **PERFORMANCE BOND**

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as principal and \_\_\_\_\_, as surety, are hereby held and firmly bound unto \_\_\_\_\_, as Obligee, the penal sum of One Hundred Thousand US Dollars (\$1000,000) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did enter into a contract entitled \_\_\_\_\_ with Obligee, which said contract is made a part of this bond the same as though set forth herein.

NOW THEREFORE, the condition of this obligation is such that if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of Sections \_\_\_\_\_ and \_\_\_\_\_ of said contract then this obligation shall be void; otherwise the same shall remain in full force and effect.

Section \_\_\_\_\_ of said contract, stipulates that the principal shall hold harmless the Obligee and its employees, directors, officers, representatives, agents and affiliates from all costs and damages (including reasonable attorney's fees) which it may suffer by reason of the principal's failure to indemnify \_\_\_\_\_ as provided in Section \_\_\_\_\_ by making payment(s) up to the full amount of the obligation within (10) days of \_\_\_\_\_ having notified the surety of its claim(s) of damages, having identified the basis for any such claim, stating the amount claimed and the fact that such amount that the Obligee has incurred arises from any claim, suite action or other proceeding brought against the Obligee or any affiliate of the Obligee relating to:

1. Any product or service of the principal.
2. Any agreement, including the principal's dispute policy, with any second-level domain holder of principal.
3. The principal's domain name registration business, including, but not limited to, the principal's advertising, domain name application process, systems and other processes, fees charged, billing practices and customer service.

In the event of failure by the principal to perform its obligations under said contract, Obligee shall provide written notice of Principal's default to Surety at its address \_\_\_\_\_ and Surety shall cause to be paid within (10) days of receipt of Obligee's notice such amount certified by Obligee to be owing from principal pursuant to the contract.

Provided, however, that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The surety may cancel this bond by first providing thirty (30) days written notice to the Obligee and principal. Such cancellation shall not discharge the Surety from any liability already accrued under this bond prior to the expiration of the (30) day period.

WITNESS OUR SIGNATURE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Principal (SEAL)

By \_\_\_\_\_

\_\_\_\_\_  
Surety (SEAL)

By \_\_\_\_\_ Attorney-in-Fact



*Cobb County...Expect the Best!*

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called Owner, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to  
be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by  
these presents.

THE CONDITONS OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract  
with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached  
and made a part hereof for the construction of:

\_\_\_\_\_  
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, forms, subcontractors, and  
corporations furnishing materials for or performing labor in the prosecution of the work provided for in such  
contract, and any authorized extension or modification thereof, including all amounts due for materials  
lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in  
connection with the construction of said work, and all insurance premiums on said work, and for all labor,  
performed in such work whether by subcontractor or other-wise, then this obligation shall be void; otherwise to  
remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the contract or to the work to be performed there under

or the specifications accompanying the same shall in any

ways affects its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the contractor shall abridge the right of any beneficiary hereunder, who claims may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Principal Secretary)

ATTEST: BY \_\_\_\_\_

\_\_\_\_\_  
(Witness as to Principal) (Address)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety) (SEAL)

ATTEST: BY \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
to Surety) (Address) \_\_\_\_\_ (Witness as

\_\_\_\_\_  
(Address)

NOTE: If Contractor is Partnership, all partners should execute bond.

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

TO: COBB COUNTY BOARD OF COMMISSIONERS

THE UNDERSIGNED HAVING EXAMINED THE PROPOSED CONTRACT DOCUMENTS TITLED:

**Purchase and Installation of New HVAC System at the Cobb Museum of Art  
30 South Atlanta Street, Marietta, GA 30060**

**Scaled Bid #12-5686**

AND HAVING VISITED THE SITE AND EXAMINED THE CONDITIONS AFFECTING THE WORK, HEREBY PROPOSES AND AGREES TO FURNISH ALL LABOR AND MATERIALS, EQUIPMENT, AND APPLIANCES AND TO PERFORM THE OPERATIONS NECESSARY TO COMPLETE THE WORK AS REQUIRED BY SAID PROPOSED CONTRACT DOCUMENTS, FOR ALL OF THE WORK IDENTIFIED AS TOTAL LUMP SUM QUOTE FOR ALL ITEMS AS SPECIFIED FOR THE STIPULATED SUM OF:

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_)

The undersigned understands and agrees also to comply with and be bound by the entire contents of the Project Manual.

**The undersigned understands and agrees also to comply with and be bound by the entire contents of the Request for Bid including all Addenda.**

**Acknowledged:** \_\_\_\_\_

The undersigned acknowledges receipt of Addenda numbers:

ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____
ADDENDUM NO.	_____	Acknowledged:	_____

**BID FORM**

PAGE 2 OF 3

**CONTRACTOR'S QUALIFICATION STATEMENT****I. CONTRACTOR**

Name of Contractor: \_\_\_\_\_

Address of Contractor: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**II. BANK REFERENCE**

Primary Bank: \_\_\_\_\_

Relationship officer responsible for account: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**III. BACKGROUND**

Has Contractor ever done business under a different name? \_\_\_\_\_

If so, provide names: \_\_\_\_\_

Prior projects with Cobb County: \_\_\_\_\_

**SIMILAR PROJECT EXPERIENCE**

1. Name of project: \_\_\_\_\_

Address of project: \_\_\_\_\_

Contact person with Owner: \_\_\_\_\_

Phone number: \_\_\_\_\_

2. Name of project: \_\_\_\_\_

Address of project: \_\_\_\_\_

Contact person with Owner: \_\_\_\_\_

Phone number: \_\_\_\_\_

**BID FORM**

PAGE 3 OF 3

Bidder: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Bonding Co: \_\_\_\_\_

Bonding Co Agency: \_\_\_\_\_

License#: \_\_\_\_\_

Type of Business Entity: \_\_\_\_\_

\_\_\_\_\_ (corporation, sole proprietorship, partnership, p.c.)

Individual Members of the Firm \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

President of the Corporation

\_\_\_\_\_

Secretary of the Corporation

\_\_\_\_\_

Corporation is organized under the Laws of the State of \_\_\_\_\_

Bid dated this \_\_\_\_\_ day of \_\_\_\_\_

**END OF BID FORM**



ELECTRICAL SPECIFICATIONS AND NOTES:

1.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE 2011 NATIONAL ELECTRICAL CODE (NFPA 70), AS MODIFIED BY THE STATE, COUNTY, CITY AND/OR OTHER LOCAL CODES.
2.

THE CONTRACTOR SHALL PROVIDE ALL MATERIAL, LABOR, AND EQUIPMENT NECESSARY TO FURNISH A COMPLETE AND OPERABLE ELECTRICAL SYSTEM. ALL WORK SHALL BE PERFORMED IN A NEAT AND PROFESSIONAL MANNER.
3.

THE CONTRACTOR SHALL OBTAIN, PURCHASE, AND MAINTAIN ALL PERMITS, AND INSPECTIONS REQUIRED BY THE GOVERNING AUTHORITIES FOR THE DURATION OF THIS PROJECT.
4.

THE CONTRACTOR SHALL COORDINATE ALL ELECTRICAL REQUIREMENTS, AND MAKE ALL FINAL CONNECTIONS, TO EQUIPMENT FURNISHED BY OTHER TRADES. THE CONTRACTOR SHALL GUARANTEE ALL MATERIALS, EQUIPMENT, AND WORKMANSHIP FOR A PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE OF THE COMPLETED PROJECT.
5.

PANELBOARDS AND OTHER ELECTRICAL EQUIPMENT SHALL BE INSTALLED AS SHOWN ON THE PLANS, UNLESS NOTED OTHERWISE. MOUNT ALL WALL-MOUNTED, SURFACE TYPE, GROUPED ELECTRICAL EQUIPMENT ON 3/4" THICK EXTERIOR GRADE PLYWOOD, PAINTED GRAY, OR CONCRETE BLOCK WALLS, WHERE APPROVED BY THE STRUCTURAL ENGINEER. WORKING CLEARANCES SHALL BE 36" (FOR 208 VOLT SYSTEM) MINIMUM, AND WIDTH OF EQUIPMENT OR 30" MINIMUM, WHICHEVER IS GREATER, WIDE, PER NEC ARTICLE 110.26.
6.

THE CONTRACTOR SHALL COORDINATE THE WIDTH, DEPTH, HEIGHT, DOOR SWINGS, AND NEC ARTICLE 110.26 CLEARANCES FOR ALL PANELS, AND SAFETY SWITCHES TO INSURE THAT ALL EQUIPMENT FITS WITHIN THE SPACE ALLOWED.
7.

IDENTIFY PANELBOARDS, SAFETY SWITCHES, CONTROLS, AND OTHER ELECTRICAL EQUIPMENT WITH ENGRAVED PLASTIC NAMEPLATES HAVING CONTRASTING 1/4" HIGH (OR LARGER) LETTERS, WITH NAMES TO MATCH THE SCHEDULES OR OTHER DRAWING REFERENCES. TYPEWRITTEN PANEL DIRECTORIES SHALL BE PROVIDED IN ALL PANELBOARDS, AND SHALL REFLECT AS-BUILT CONDITIONS.
8.

ALL WIRING, CONSISTING OF INDIVIDUAL CONDUCTORS, SHALL BE INSTALLED IN CONDUIT, EXCEPT WHERE SPECIFICALLY SHOWN ON THE DRAWINGS. ALL EXTERIOR CONDUITS AND EXPOSED CONDUITS SHALL BE RIGID GALVANIZED STEEL, OR INTERMEDIATE METAL CONDUIT, BUT THEY SHALL NOT BE MIXED ON THIS PROJECT. WHERE USED INDOORS MAY BE EMT. CONCEALED CIRCUITS MAY BE RUN IN EMT OR BE TYPE MC CABLE (BX). NON-METALLIC SHEATHED (TYPE NM) CABLE SHALL NOT BE PERMITTED IN FINISHED AREAS WITH CAVITY TYPE WALL CONSTRUCTION. ALL CONDUIT SHALL BE CONCEALED, UNLESS NOTED OTHERWISE. IN FINISHED AREAS WITH NON-CAVITY TYPE WALL CONSTRUCTION, SURFACE MOUNTED GRS, IMC, OR EMT SHALL BE USED. ALL EMPTY CONDUITS SHALL BE PROVIDED WITH A NYLON PULL CORD RATED FOR 200 POUND TENSION. ANY OF THE FOLLOWING TYPES OF RACEWAYS MAY BE USED, SUBJECT TO THE NEC AND THE ADDITIONAL RESTRICTIONS LISTED, IF ANY.

A. CONCEALED:

1).

GRS, OR IMC.

2).

EMT. COMPRESSION, OR SET SCREW FITTINGS, BUT NOT BOTH TYPES.

3).

TYPE MC CABLE. ONLY ABOVE ACCESSIBLE CEILINGS, IN WALL CAVITIES, AND ADDITIONAL USAGES AS APPROVED BY AUTHORITY HAVING JURISDICTION, AND OWNER.

B. EXPOSED:

1).

GRS, OR IMC.

2).

EMT. COMPRESSION, OR SET SCREW FITTINGS. ONLY WHERE USED INDOORS AND NOT SUBJECT TO PHYSICAL DAMAGE.

3).

FLEXIBLE METAL CONDUIT.

4).

LIQUIDTIGHT FLEXIBLE METAL CONDUIT. OUTSIDE AND WHERE MOISTURE IS PRESENT.
9.

PROVIDE EXPANSION FITTINGS IN ALL RIGID RACEWAYS CROSSING STRUCTURAL EXPANSION JOINTS. FURNISH AND INSTALL ALL SUPPORTS REQUIRED FOR CONDUIT, MATERIALS, DEVICES, EQUIPMENT AND THE LIKE, WHERE THE BUILDING STRUCTURE IS NOT ADAPTED OR SUITABLE FOR MOUNTING SAME DIRECTLY THEREON. RACEWAYS SHALL NOT BE USED AS SUPPORTS FOR BOXES OR OTHER ELECTRICAL EQUIPMENT. PLENUM CABLE SUPPORT BRACKETS SHALL BE OPEN ON ONE SIDE, AND CABLES SHALL BE ATTACHED WITH PLASTIC CABLE TIES. ALL RACEWAY PENETRATIONS, THROUGH FIREWALLS, SHALL BE SEALED WITH UL LISTED SEALING COMPOUNDS TO MAINTAIN THE FIRE RATING OF THE WALL. ALL RACEWAYS/SLEEVES PASSING THROUGH AREAS OF DIFFERENT TEMPERATURES, I.E. FROM INSIDE TO OUTSIDE OF BUILDINGS SHALL BE SEALED WITH AN APPROVED PUTTY OR DUCT-SEAL TO PREVENT THE CIRCULATION OF WARM AIR TO A COLDER SECTION OF THE RACEWAY OR SLEEVE. ALL RACEWAY PENETRATIONS THROUGH EXTERIOR AND INTERIOR WALLS AND FLOORS SHALL BE PROPERLY SEALED.
10.

ALL WIREWAYS, PULL BOXES, DEVICE BOXES, AND JUNCTION BOXES SHALL BE SIZED PER JIC, NEMA, AND THE NATIONAL ELECTRICAL CODE. ALL WIRING WITHIN BOXES AND WIREWAYS SHALL BE TAGGED WITH PANEL AND CIRCUIT NUMBERS.
11.

PROVIDE SEPARATE GREEN, INSULATED GROUND WIRE IN ALL RACEWAYS.
12.

ALL WIRING SHALL BE 600 VOLT, COPPER, STRANDED, WITH TYPE XHHW OR THHN/THWN INSULATION. MINIMUM SIZE FOR POWER AND LIGHTING CIRCUITS SHALL BE 12 AWG. SIZES 10 AWG AND SMALLER SHALL BE SOLID. PROVIDE AN EQUIPMENT GROUND WIRE IN ALL RACEWAYS, AND CABLE ASSEMBLIES. SIZE EQUIPMENT GROUNDS PER TABLE 250.122 OF THE NATIONAL ELECTRICAL CODE.
13.

CONDUCTOR COLOR CODES SHALL MATCH EXISTING FACILITY.

14.

ALL ELECTRICAL EQUIPMENT SHALL BE LISTED BY UNDERWRITERS LABORATORIES (OR OTHER INDEPENDENT NATIONALLY RECOGNIZED TESTING AGENCY, WHERE APPLICABLE), AND SHALL BE RATED FOR THE MAXIMUM AVAILABLE VOLTAGE AND AVAILABLE FAULT CURRENT FOR THIS PROJECT.
15.

ALL DEVICE BOXES SHALL BE INSTALLED FLUSH, AND CONDUITS RUN CONCEALED IN FINISHED AREAS, EXCEPT AS SPECIFICALLY SHOWN OR NOTED OTHERWISE. VERIFY ALL DOOR SWINGS BEFORE INSTALLING SWITCH BOXES. SEE ARCHITECTURAL DRAWINGS FOR CABINET WORK, WALL SECTIONS, ELEVATIONS, AND OTHER DETAILS AFFECTING THE MOUNTING HEIGHT AND LOCATION OF OUTLET BOXES.
16.

ALL SAFETY SWITCHES SHALL BE FURNISHED BY THE CONTRACTOR, UNLESS NOTED OTHERWISE AND SHALL NOT BE MOUNTED ON ACCESS PANELS OF EQUIPMENT. SAFETY SWITCHES SHALL BE GENERAL ELECTRIC, SQUARE D, CUTLER-HAMMER, SIEMENS ENERGY & AUTOMATION, OR APPROVED EQUAL, CONTINGENT UPON FULL COMPLIANCE WITH ALL CRITERIA, AND SHALL BE FUSED AND/OR NOT FUSED AS INDICATED, 240 VOLT, THREE POLE, HEAVY DUTY, IN A NEMA 3R ENCLOSURE FOR OUTDOOR USE OR WHERE MOISTURE IS PRESENT, AND NEMA 1 ENCLOSURE FOR INDOOR USE. UNLESS NOTED OTHERWISE, ALL FUSES SHALL BE NON-RENEWABLE, DUAL ELEMENT, TIME DELAY, CURRENT LIMITING, CLASS RK-5, OR RK-1, WITH A 200,000 AMP AC RMS INTERRUPTING RATING, AND SHALL MEET UL STANDARD 198E.

17.

ALL PANELBOARDS EXISTING TO BE REUSED.
18.

THE BRANCH CIRCUITS SHALL BE PHASE ADJUSTED TO PROVIDE APPROXIMATE BALANCED LOADING ON EACH PANEL, AND THE SERVICE.
19.

SUBSTITUTIONS: ALL COSTS INCURRED BY THE ACCEPTANCE OF SUBSTITUTIONS SHALL BE BORNE BY THE CONTRACTOR. THE ONUS SHALL BE ON THE CONTRACTOR TO PROVE THAT THE SUBSTITUTIONS ARE EQUAL TO THE BASIS OF DESIGN SPECIFIED.
20.

MAINTAIN AS-BUILT DRAWINGS, UPDATED DAILY DURING CONSTRUCTION, AND PRESENT THE OWNER, WITHIN 30 DAYS AFTER THE DATE OF SYSTEM ACCEPTANCE, WITH TWO SETS OF AS-BUILT DRAWINGS. PROVIDE THE OWNER'S PERSONNEL WITH ON-SITE INSTRUCTION IN THE OPERATION AND MAINTENANCE OF THE COMPLETED ELECTRICAL SYSTEM PRIOR TO SYSTEM ACCEPTANCE.
21.

VERIFY THE AMPACITY REQUIREMENTS (FLA, MCA, AND MOCp), POLES (1, 2, OR 3), AND VOLTAGE FOR ALL HVAC EQUIPMENT WITH THE MECHANICAL CONTRACTOR PRIOR TO THE PURCHASE AND INSTALLATION OF THE SAFETY SWITCHES, RACEWAYS, WIRING, AND BRANCH CIRCUIT BREAKERS.
22.

PRIOR TO THE START OF ANY CORING OPERATIONS, THE CONTRACTOR SHALL CONTACT THE ARCHITECT TO DETERMINE EXACT LOCATIONS OF STRUCTURAL CONCRETE INTERNAL COMPONENTS. THE CONTRACTOR SHALL ADJUST CONDUIT/CONDUCTOR LENGTH AS REQUIRED TO SATISFY CORED HOLE LOCATION(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING ANY STRUCTURAL CONCRETE INTERNAL COMPONENT(S) WITHOUT OBTAINING AUTHORIZATION FROM THE ARCHITECT.

DEMOLITION NOTES:

1.

CONTRACTOR SHALL FIELD VERIFY THE EXISTING CONDITIONS PRIOR TO THE START OF WORK AND SHALL NOTIFY THE ARCHITECT OF ANY DEVIATIONS FROM THESE PLANS PRIOR TO THE START OF ANY DEMOLITION.
2.

ELECTRICAL DEVICES, CONDUIT, AND CONDUCTORS SHALL BE REMOVED COMPLETE FROM EXISTING WALLS THAT ARE TO BE DEMOLISHED. REMOVE CIRCUITS BACK TO NEAREST DEVICE ON SAME CIRCUIT THAT SHALL REMAIN INTACT OR COMPLETELY BACK TO PANELBOARD. RECONNECT NEW WIRING TO EXISTING DEVICES ON SAME CIRCUIT "DOWNSTREAM" IN ORDER THAT THEY OPERATE IN SAME MANNER AS BEFORE RENOVATION.
3.

ELECTRICAL EQUIPMENT REMOVED AS PART OF REQUIRED DEMOLITION SHALL BE TURNED OVER TO OWNER.
4.

ALL JUNCTION BOXES COVER PLATES SHALL BE PAINTED AND LABELED OR MARKED WITH PERMANENT MARKER INDICATING THE CIRCUIT NUMBERS ASSOCIATED WITH THE CONDUCTORS CONTAINED WITHIN BOX.
5.


CONTRACTOR SHALL REMOVE AND/OR RELOCATE AS DIRECTED ALL ELECTRICAL APPURTENANCES ASSOCIATED WITH NEW CONSTRUCTION. DIVERT, EXTEND, REPLACE, RECONNECT, OR OTHERWISE MAKE GOOD REROUTE AND LEAVE IN SAFE WORKING ORDER ALL PORTIONS OF THE EXISTING ELECTRICAL INSTALLATION REQUIRED TO REMAIN IN USE DURING AND AFTER THE COMPLETION OF THE ALTERATION WORK. COORDINATE THE REMOVAL AND DISPOSAL OF ALL EXISTING ELECTRICAL MATERIAL WHICH IS NOT TO BE REUSED ON THE PROJECT WITH THE LANDLORD/OWNER.
6.


CONTRACTOR SHALL REMOVE AND STORE ANY ELECTRICAL MATERIAL IF SO DIRECTED BY OWNER. PATCH AND PAINT WALLS AND CEILINGS AS REQUIRED BY REMOVALS OF APPURTENANCES. REMOVE AND STORE ALL LIGHTING FIXTURES TO BE RELOCATED.
7.


WORK IS TO BE CARRIED OUT WITHOUT ANY UNNECESSARY INTERFERENCE WITH OWNER'S EXISTING FACILITIES AND OPERATIONS. POWER INTERRUPTIONS SHALL BE SCHEDULED WITH OWNER AND SHALL BE TAKEN ONLY DURING THOSE PERIODS WHICH HE HAS APPROVED IN WRITING.
8.


CONTRACTOR MAY REUSE EXISTING RACEWAYS FOR INSTALLATION OF NEW CIRCUITS IF RACEWAY IS IN COMPLIANCE WITH N.E.C. AND FOLLOWS APPROPRIATE ROUTE.


ELECTRICAL LEGEND


- 


MOTOR RATED SWITCH
- 


DUPLEX RECEPTACLE, 20A., 125V., MOUNT 18" A.F.F. U.O.N.
- 

GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE, 20A., 125V., MOUNT 18" A.F.F. U.O.N.
- 

MOTOR
- 

PANELBOARD
- 

CONDUIT, OR CABLE, CONCEALED IN WALL OR ABOVE CEILING WITH 2#12,1#12 E.G. CONDUCTORS IN 1/2" CONDUIT MIN. U.O.N.
- 

HOME RUN TO PANEL AND CIRCUIT INDICATED.
- 

FUSED DISCONNECT SWITCH, NEMA 3R UNLESS OTHERWISE NOTED ON DWG'S, RATING AND FUSE SIZE GIVEN. FWE = FURNISHED BY EQUIP. VENDOR

ABBREVIATIONS

- AH

AIR HANDLING UNIT
- HP

HEAT PUMP
- EF

EXHAUST FAN
- IG

ISOLATED GROUND
- GF

GROUND FAULT CIRCUIT INTERRUPTER
- N.T.S.

NOT TO SCALE
- U.O.N.

UNLESS OTHERWISE NOTED
- WP

WEATHERPROOF
- AFF

ABOVE FINISHED FLOOR
- AFG

ABOVE FINISHED GRADE
- FWE

FURNISHED WITH EQUIPMENT

NOTE: MOUNTING HEIGHTS NOTED ARE TO CENTERLINE OF DEVICE SHOWN. U.O.N. MOUNTING HEIGHTS SHOWN ARE MAXIMUM/MINIMUM HANDICAPPED ACCESSIBILITY STANDARDS – THEY SHALL NOT BE ALTERED WITHOUT WRITTEN AUTHORIZATION.

WIRING SIZE CHART

CONTRACTOR SHALL PROVIDE WIRING FOR 120 V., 15 & 20 A. CIRCUITS (LINE TO NEUTRAL) OF SIZES BELOW DEPENDING UPON CIRCUIT LENGTH BELOW:

- < 100 FT

#12 AWG (CU)
- 100-160 FT

#10 AWG (CU)
- 160-250 FT

#8 AWG (CU)

WHERE #8 AWG CONDUCTORS ARE REQUIRED USE #8 FOR ALL TRAVELERS AND SPLICE w/ #10 IN A CODE SIZED JUNCTION BOX WITHIN 10' OF DEVICE &/OR BREAKER FOR FINAL CONNECTIONS.

NOTE

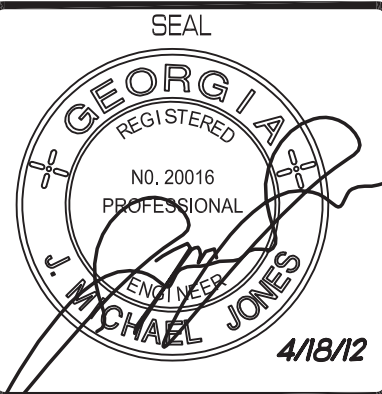
IF THE CONTRACTOR ELECTS TO PROVIDE AND/OR INSTALL ELECTRICAL SYSTEMS, INCLUDING LOW VOLTAGE SYSTEMS, AND EQUIPMENT FOR THIS PROJECT, DIFFERENTLY FROM THESE CONTRACT DOCUMENTS, WHICH REQUIRES AN APPROVAL LETTER OR DRAWING REVISIONS FROM MARSHALL & BOLLWERK ENGINEERING, INC.(MBE), TO THE AUTHORITY HAVING JURISDICTION, THERE WILL BE A MINIMUM FEE OF \$1,000.00, MADE PAYABLE TO MARSHALL & BOLLWERK, IN ADVANCE BY THE CONTRACTOR. ACTUAL FEE WILL DEPEND ON THE COMPLEXITY OF THE DEVIATION. ALLOW MINIMUM OF TEN(10) WORKING DAYS FOR LETTER AND/OR REVISED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY INFORMATION BEFORE ANY EVALUATION WILL BE STARTED.



**MARSHALL & BOLLWERK  
ENGINEERING, INC.**

950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME

HVAC IMPROVEMENTS –  
COBB COUNTY –  
ART CENTER  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

DRAWING TITLE

**ELECTRICAL  
SPECIFICATIONS &  
NOTES**

DRAWN BY

**JMJ**

CHECKED BY

**ACM**

DATE

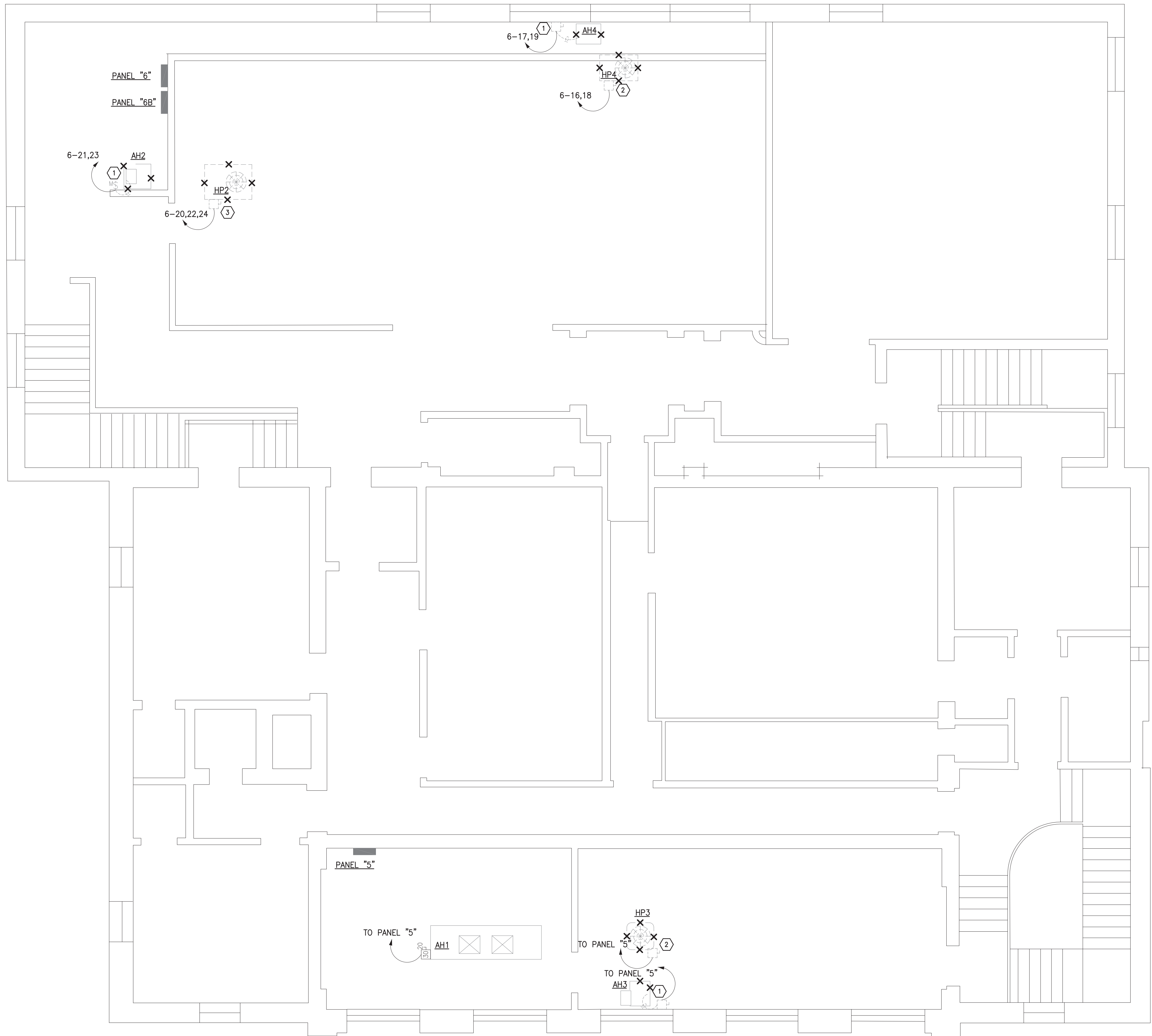
**04-18-12**

SHEET

**E001**

OF 4





**LEVEL 2 - ELECTRICAL DEMOLITION PLAN:**  
SCALE: 1/4"=1'-0"

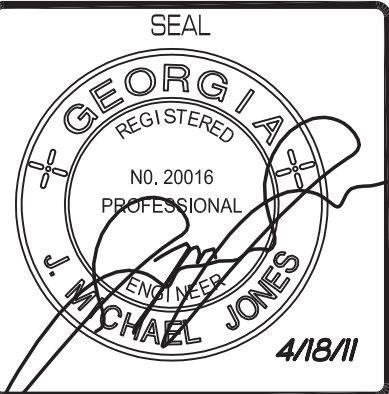
**KEYED NOTES:**

- 1 DISCONNECT AND REMOVE POWER TO EXISTING AIR HANDLING UNIT. REMOVE EXISTING DISCONNECT AND FEEDER FROM DISCONNECT TO UNIT. PROTECT FEEDER FOR REUSE, SEE SHEET E202 FOR NEW WORK.
- 2 DISCONNECT AND REMOVE POWER TO EXISTING CONDENSING UNIT. REMOVE EXISTING DISCONNECT AND FEEDER FROM DISCONNECT TO UNIT. PROTECT FEEDER FOR REUSE, SEE SHEET E202 FOR NEW WORK.
- 3 DISCONNECT AND REMOVE POWER TO EXISTING CONDENSING UNIT. REMOVE EXISTING DISCONNECT, FEEDER CONDUCTORS FROM PANEL, AND FEEDER FROM DISCONNECT TO UNIT. PROTECT CONDUIT FOR REUSE, SEE SHEET E202 FOR NEW WORK. REMOVE EXISTING 30A/3P BREAKER IN PANEL AND TURN OVER TO COBB COUNTY CONSTRUCTION MANAGER.



**MARSHALL & BOLLWERK  
ENGINEERING, INC.**  
950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME  
**HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER**  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

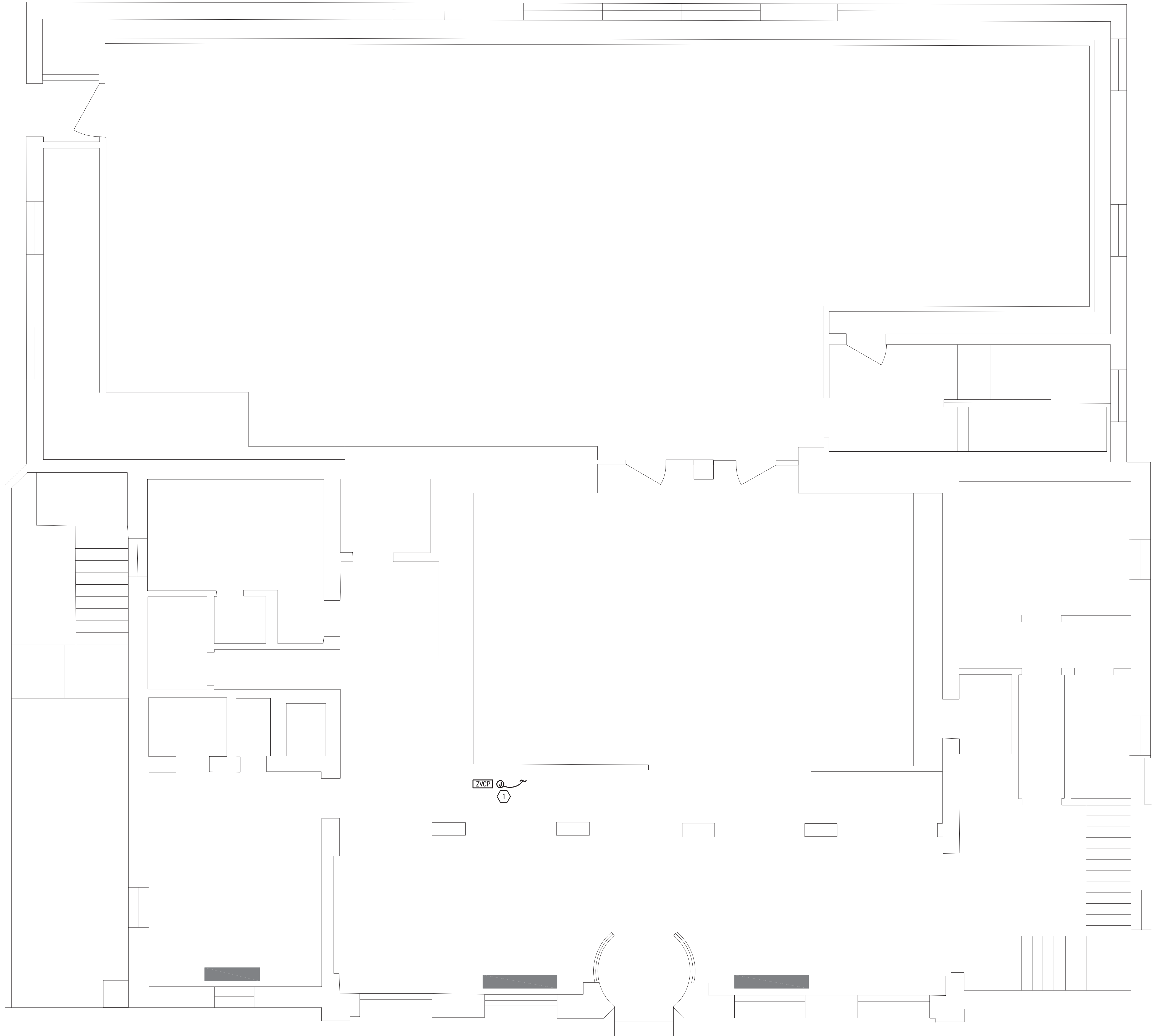
DRAWING TITLE  
**LEVEL 2 - ELECTRICAL  
DEMOLITION PLAN**

DRAWN BY  
**JMJ**

CHECKED BY  
**ACM**

DATE  
**04-18-12**

SHEET  
**E101**  
OF 4



**KEYED NOTES:**

① PROVIDE POWER TO ZONE CONTROL PANEL FROM CLOSEST 120 VOLT CIRCUIT AVAILABLE. COORDINATE CIRCUIT w/ COBB COUNTY PROPERTY MANAGEMENT PRIOR TO CONNECTION TO CONTROL PANEL.

**MAIN LEVEL - ELECTRICAL NEW WORK PLAN:**  
SCALE: 1/4"=1'-0"

**MARSHALL & BOLLWERK ENGINEERING, INC.**  
950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.

PROJECT NAME

**HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER**  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS


DRAWING TITLE

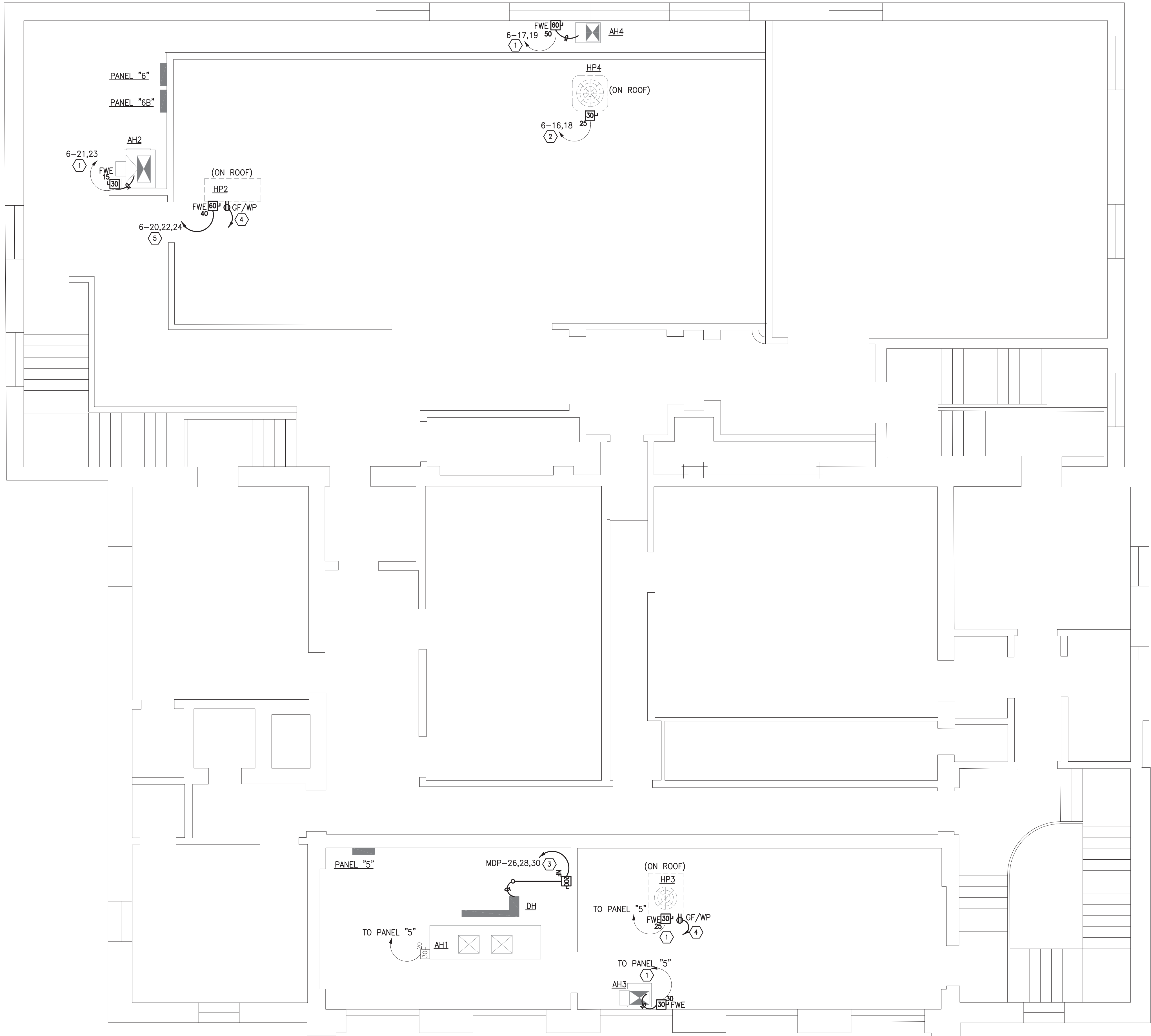
**MAIN LEVEL - ELECTRICAL  
NEW WORK PLAN**

DRAWN BY  
**JMJ**

CHECKED BY  
**ACM**

DATE  
**04-18-12**

SHEET  
**E201**  
OF 4



**LEVEL 2 - ELECTRICAL NEW WORK PLAN:**  
SCALE: 1/4"=1'-0"

**KEYED NOTES:**

- 1 CONNECT EXISTING FEEDER TO NEW DISCONNECT FURNISHED w/ EQUIPMENT AND MAKE CONNECTIONS TO THE UNIT PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS.
- 2 PROVIDE NEW DISCONNECT AND CONNECT TO EXISTING FEEDER AND MAKE CONNECTIONS TO NEW HEAT PUMP.
- 3 PROVIDE 3#2/0, 1#6G., 2"C. FROM NEW 175A/3P BREAKER IN PANEL "MDP" TO DISCONNECT FURNISHED w/ DUCT HEATERS AND MAKE CONNECTIONS TO DUCT HEATERS PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. NEW BREAKER SHALL BE OF THE SAME MANUFACTURER, TYPE AND AIC RATING AS EXISTING BREAKERS IN PANEL "MDP". FIELD VERIFY ROUTE TO PANEL "MDP" LOCATED IN THE BASEMENT.
- 4 PROVIDE POWER TO NEW ROOFTOP RECEPTACLE w/ 2#12, 1#12G., 3/4"C. AND CONNECT TO RECEPTACLE CIRCUIT NEAR AIR HANDLER.
- 5 PROVIDE NEW 3#8,1#10G. FEEDER IN EXISTING CONDUIT TO NEW DISCONNECT FURNISHED w/ EQUIPMENT AND MAKE CONNECTIONS TO THE UNIT PER THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. PROVIDE NEW 40A/3P BREAKER IN PANEL. BREAKER SHALL BE OF THE SAME MANUFACTURER, TYPE AND AIC RATING AS EXISTING BREAKERS IN PANEL.

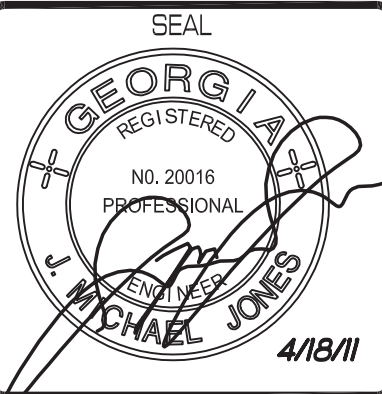
**ELECTRICAL LOAD CALCULATION**

EXISTING ELECTRICAL LOAD FROM POWER BILL DEMAND	202.0 AMPS
ADD 25% PER NEC 220.87 (2)	50.5 AMPS
HVAC LOAD TO BE REMOVED IN THIS PROJECT	(71.5) AMPS
NEW HVAC LOAD TO BE ADDED	218.1 AMPS
NEW ELECTRICAL DEMAND LOAD	399.2 AMPS



**MARSHALL & BOLLWERK  
ENGINEERING, INC.**  
950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME  
**HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER**  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

DRAWING TITLE  
**LEVEL 2 - ELECTRICAL  
NEW WORK PLAN**

DRAWN BY  
**JMJ**

CHECKED BY  
**ACM**

DATE  
**04-18-12**

SHEET  
**E202**  
OF 4



MECHANICAL NOTES:

GENERAL:

1. "VERIFY" SHALL MEAN CHECK CONDITIONS ON SITE AGAINST DRAWINGS AND SPECIFICATION AND ADJUST WORK TO MATCH EXISTING. OBTAIN RULING FROM COBB COUNTY PROPERTY MANAGEMENT PROJECT MANAGER ON ANY ITEMS REQUIRING CLARIFICATION
2. PROVIDE A COMPLETE FUNCTIONAL HVAC SYSTEM WITH ALL ACCESSORIES REQUIRED FOR PROPER OPERATION ALL IN ACCORDANCE WITH THE APPLICABLE STATE AND LOCAL AUTHORITY CODES, LAWS & ORDINANCES AND STATE AND LOCAL AUTHORITY ACCESSIBILITY LAWS AND ORDINANCES.
3. THE SYSTEMS SHALL BE FREE FROM ANY OBJECTIONABLE NOISES AND VIBRATIONS.
4. ALL MECHANICAL WORK & EQUIPMENT SHALL CONFORM TO THE CURRENT REQUIREMENTS OF ALL AUTHORITIES HAVING JURISDICTION. MECHANICAL WORK SHALL COMPLY WITH THE CURRENT EDITION OF THE INTERNATIONAL MECHANICAL CODE, STATE & LOCAL AMENDMENTS, NFPA-54, NFPA-90A, SMACNA & ASHRAE GUIDELINES.
5. CONTRACTOR SHALL SECURE ALL PERMITS, INSPECTION CERTIFICATES, AUTHORITY APPROVALS AND PAY ALL RELATED FEES AND CHARGES.
6. ALL NEW MECHANICAL EQUIPMENT AND SYSTEMS SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR AFTER ACCEPTANCE BY THE OWNER. COMPRESSORS SHALL HAVE AN EXTENDED 4 YEAR COMPRESSOR (ONLY) WARRANTY.
7. THE CONTRACTOR SHALL CONFIRM AND ENSURE THAT ALL MECHANICAL WORK CONFORMS TO THE CURRENT REQUIREMENTS OF THE LOCAL BUILDING INSPECTION DEPARTMENT.
8. ALL MECHANICAL EQUIPMENT AND MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS.
9. THE MECHANICAL (SUB)CONTRACTOR SHALL COORDINATE THE SPACE REQUIREMENTS FOR ALL MECHANICAL EQUIPMENT AND DUCTWORK WITH THE COBB COUNTY PROPERTY MANAGEMENT PROJECT MANAGER. PROVIDE ADEQUATE CLEARANCES AROUND, AND ACCESS TO, ALL EQUIPMENT FOR MAINTENANCE.
10. WALL, FLOOR OR CEILING SURFACES DISTURBED DURING THE COURSE OF THE MECHANICAL WORK SHALL BE REPAIRED TO MATCH NEW &/OR EXISTING SURROUNDING CONDITIONS.
11. COORDINATE THE INSTALLATION OF THE EQUIPMENT, PIPING, ETC., TO FIT WITHIN THE SPACE ALLOWED BY THE ARCHITECTURAL & STRUCTURAL CONDITIONS. CUTTING OR ALTERING ANY STRUCTURAL MEMBER SHALL NOT BE PERMITTED.
12. DO NOT SCALE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL SIZES, MATERIALS, TEMPERATURES AND PRESSURES BEFORE ORDERING OR FABRICATION OF ANY MATERIALS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY OF OWN PERSONNEL EMPLOYED ON THIS PROJECT AND IN PARTICULAR WHEN WORKING IN CONFINED SPACES AND SHALL COMPLY WITH OSHA REQUIREMENTS.
14. SOLVENTS, PAINTS, ADHESIVES, SEALANTS AND OTHER MATERIALS THAT EMIT POLLUTANTS THAT COULD CAUSE IRRITATION OR HEALTH PROBLEMS FOR OCCUPANTS SHALL NOT BE USED UNLESS THE WORK IS DONE AFTER-HOURS AND ADEQUATE VENTILATION IS PROVIDED DURING CONSTRUCTION AND AS LONG AFTER WORKS AS REQUIRED TO KEEP THE POLLUTANTS WITHIN EPA/OSHA APPROVED LIMITS.
15. PIPING, CONDUITS, CABLES, ETC. SHALL BE RUN NEATLY, PARALLEL TO EXISTING AND NEW PIPING AND TO BUILDING (WALLS, FLOOR).
16. THE SCHEDULED "BASIS OF DESIGN" IS INTENDED TO INDICATE THE PERFORMANCE REQUIRED FOR THE PARTICULAR ITEM OF EQUIPMENT. SUBSTITUTIONS WILL BE PERMITTED. SUBSTITUTIONS SHALL BE DEEMED TO INCLUDE ALL ASSOCIATED CHANGES TO BUILDING, STRUCTURE & OTHER SERVICES WITHOUT ANY ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT SUBSTITUTIONS SHALL FIT INTO THE SPACE AVAILABLE WITH PROVISIONS FOR PROPER ACCESS, MAINTENANCE, PARTS REPLACEMENT, WEIGHT ALLOWANCE & FOR COORDINATION WITH OTHER TRADES. ( INCLUDING ELECTRICAL, PLUMBING, STRUCTURAL AND ARCHITECTURAL).
17. MANUFACTURER CATALOG SHOP DRAWINGS SUBMITTED SHALL BE MARKED TO INDICATE PROJECT SPECIFIC INFORMATION. FULL MODEL NUMBERS; IDENTIFY AND HIGHLIGHT SCHEDULED ITEM CAPACITIES; HIGHLIGHT INCLUDED OPTIONS AND EDIT OUT THOSE THAT ARE NOT PROVIDED; CLEARLY IDENTIFY DEVIATIONS FROM SPECIFIED AND SCHEDULED CAPACITIES.
18. ALL EQUIPMENT PROVIDED SHALL BE COMMERCIALY AVAILABLE PRODUCTS SPECIFICALLY MADE FOR THE APPLICATION FOR WHICH IT IS INTENDED AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION AND START-UP INSTRUCTIONS.
19. A TECHNICIAN, FACTORY TRAINED AND CERTIFIED BY THE MANUFACTURER OF THE HVAC EQUIPMENT PROVIDED SHALL PERFORM PRE START-UP CHECKS AND SHALL SUBMIT A REPORT TO THE OWNER ON EACH HVAC SYSTEM. THIS REPORT SHALL INCLUDE CERTIFICATION, IN WRITING, THAT EQUIPMENT IS CORRECTLY INSTALLED, INCLUDING PROPER DRAINAGE FROM DRAIN PANS AND SEALING OF ALL AIR LEAKS, ELECTRICAL CONNECTIONS AND TERMINALS TIGHTNESS, INDOOR FILTER ARE CLEAN, IN PLACE AND EASILY REPLACEABLE, FANS AND COMPRESSORS ROTATE CORRECTLY, ELECTRICAL AMP DRAWS SHALL BE RECORDED AND CERTIFIED WITHIN MANUFACTURERS RECOMMENDED LIMITS, REFRIGERANT SUCTION AND DISCHARGE PRESSURES FOR ALL CIRCUITS WITH STATEMENT THAT SYSTEMS ARE CORRECTLY CHARGED.

ELECTRICAL/CONTROLS:

20. THE CONTRACTOR SHALL VERIFY THE ELECTRICAL SUPPLY VOLTAGES AND PHASES ON THE ELECTRICAL PLANS AND ON SITE BEFORE ORDERING ANY ELECTRICALLY OPERATED EQUIPMENT. ALL MECHANICAL EQUIPMENT REQUIRING ELECTRICAL POWER SHALL BE PROVIDED & INSTALLED WITH SUITABLY PROTECTED AND RATED DISCONNECT SWITCHES.
21. MOUNT HUMIDISTATS, SENSORS, ETC AS INDICATED ON PLANS 48" A.F.F. UNLESS OTHERWISE NOTED OR AS REQUIRED FOR ACCESSIBILITY CODE COMPLIANCE. COORDINATE LOCATION OF THERMOSTATS WITH CABINETRY AND OTHER SERVICES. THE THERMOSTATS SHALL NOT BE INSTALLED ON OUTSIDE WALLS, IN THE DIRECT AIR STREAM FROM ANY DIFFUSER OR WHERE IT MAY BE INFLUENCED BY HEAT GIVEN OFF FROM EQUIPMENT.
22. ALL CONTROL WIRING & TRANSFORMERS SHALL BE SUPPLIED UNDER THE MECHANICAL CONTRACT. ALL MECHANICAL CONTROLS SHALL BE SUPPLIED BY THE MECHANICAL CONTRACTOR.

DUCTWORK:

23. ANY NEW SUPPLY & RETURN AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL, FABRICATED AND INSTALLED PER THE LATEST ISSUE OF THE SMACNA DUCT HVAC DUCT CONSTRUCTION STANDARDS, METAL AND FLEXIBLE, FIRST EDITION, 1985 CONSTRUCTION MANUAL. SEAL ALL SUPPLY AIR DUCT JOINTS TO SMACNA SEAL CLASS "A". DUCT LEAKAGE SHALL NOT EXCEED 1 PERCENT OF THE SPECIFIED AIR FLOWS WHEN TESTED AT 1" WG.
24. TRANSFORM DUCT SIZE SHOWN TO SUIT EQUIPMENT CONNECTION SIZE AT CONNECTIONS TO EQUIPMENT.
25. PROVIDE A FLEXIBLE DUCT CONNECTION ON INTAKE AND DISCHARGE OF FANS, AIR HANDLING UNITS, ETC.
26. ALL NEW RIGID SHEETMETAL SUPPLY AND RETURN AIR DUCTWORK, SHALL BE INSULATED WITH 2" THICK, 1 LB DENSITY DUCT INSULATION WITH FIRE RATED VAPOR BARRIER (INSTALLED R=6).
27. ALL INSULATION SHALL HAVE FLAME AND SMOKE RATING OF 25 AND 50 RESPECTIVELY. OVERLAP BUTTING EDGES, FOLD, SEAL AND TAPE AND PROVIDE A CONTINUOUS VAPOR BARRIER.
28. RETURN AIR DUCT INSIDE THE AIR CONDITIONED SPACE NEED NOT BE EXTERNALLY INSULATED.
29. ROOF CURBS, RAILS AND PENETRATIONS: ALL ROOF PENETRATIONS SHALL BE WATERPROOF AND GUARANTEED FREE FROM LEAKS FOR ONE YEAR. USE CURBS AND RAILS MANUFACTURED BY THE MANUFACTURER OF THE EQUIPMENT PROVIDED OR BY PAPE, CUSTOM CURBS OR APPROVED EQUAL. INSTALL ROOF MOUNTED AIR HOODS AND EQUIPMENT CURBS AND RAILS IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS' INSTRUCTIONS AND THE "GUIDELINES FOR ROOF MOUNTED OUTDOOR AIR-CONDITIONER INSTALLATIONS" AS PREPARED BY ARI, SMACNA AND THE NATIONAL ROOFING CONTRACTORS ASSOCIATION, AUGUST 1985.
- THE CURBS FOR THE ROOF MOUNTED EQUIPMENT SHALL BE SELECTED BY THE MANUFACTURER OF THE CURB TO SUIT THE TYPE OF ROOF AND STRUCTURE AND SHALL BE FABRICATED TO MATCH THE FOOTPRINTS AND INSTALLATION REQUIREMENTS OF THE EQUIPMENT PROVIDED. ALL ROOFING WORK SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS, AND TO THE APPROVAL, OF THE MANUFACTURER OF THE BUILDING AND ROOFING SYSTEMS PROVIDED.

PIPING:

30. HEATING HOT WATER SUPPLY AND RETURN PIPING SHALL BE TYPE "L" COPPER OR SCHEDULE 40 BLACK STEEL. PROVIDE UNION TYPE DIELECTRIC ADAPTORS AT CONNECTIONS BETWEEN COPPER AND EXISTING STEEL PIPING.
31. REFRIGERANT PIPING SHALL BE HARD-DRAWN TYPE K SEAMLESS COPPER TUBING, ASTM B88-74. FITTINGS SHALL BE WROUGHT, ANSI B16-22-63, COPPER WITH A WORKING PRESSURE OF NOT LESS THAN 300 PSIG. REFRIGERANT PIPING SHALL BE SIZED AND INSTALLED IN ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS RECOMMENDATIONS. CONTRACTOR SHALL PROVIDE WRITTEN CERTIFICATION FORM EQUIPMENT MANUFACTURER AS TO THE CORRECTNESS OF THE LINE SIZES.
32. INSULATE ALL SUCTION LINES AND FITTINGS WITH PRE-FORMED ARMAFLEX AP INSULATION, 1" THICK. USE ARMAFLEX 520 ADHESIVE ON ALL JOINTS. ALL INSULATION MATERIALS SHALL HAVE A FLAME SPREAD RATING OF 25 OR LESS, SMOKE DEVELOPED RATING OF 50 OR LESS WHEN TESTED PER ASTM E 84 & THERMAL CONDUCTIVITY OF NO GREATER THAN 0.27 (BTU\*IN)/(HR\*FT2\*ºF) PER ASTM C
33. ENSURE PROPER CONDENSATE REMOVAL FROM ALL AIR HANDLING UNIT DRAINS. CONDENSATE DRAIN PIPING AND FITTINGS REQUIRED SHALL BE TYPE PVC. INSTALL WITHOUT ANY SAGGING TO ENSURE COMPLETE DRAINAGE. PROVIDE A P-TRAP ON CONDENSATE DRAINS AT EACH UNIT. THE CONDENSATE DRAIN SHALL BE THE SAME SIZE AS THE UNIT DRAIN CONNECTION BUT SHALL NOT BE LESS THAN 3/4" DIAMETER PIPE. ROUTE CONDENSATE DRAIN PIPING TO EXISTING SUMP PUMP.
34. PROVIDE MIN. 1-1/2" SECONDARY DRAIN PANS UNDER EACH AIR HANDLING UNIT. PROVIDE A FLOAT SWITCH THAT WILL SHUT-DOWN UNIT IF CONDENSATE REACHES MAXIMUM 4" IN PAN.

MISCELLANEOUS:

35. ELECTRIC HEATERS: ELECTRIC HEATERS SHALL HAVE THERMAL CUTOUTS FOR PRIMARY AND SECONDARY OVER-TEMPERATURE PROTECTION SHALL BE PROVIDED TO MEET UL AND NEC SAFETY REQUIREMENTS. INTEGRAL SAFETY CONTROLS SHALL BE FURNISHED BY THE MANUFACTURER.

OWNERS MANUAL:







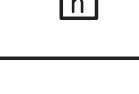

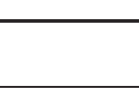



36. THREE BOUND COPIES AND ONE DVD OF AN OWNERS MANUAL SHALL BE FORWARDED TO THE OWNER WITHIN 90 DAYS AFTER THE DATE OF SYSTEM ACCEPTABLE.
- OWNERS MANUAL SHALL INCLUDE AS MINIMUM:
- a. DATA STATING EQUIPMENT SIZE AND ALL INSTALLED OPTIONS FOR EACH ITEM OF MECHANICAL EQUIPMENT PROVIDED.
- b. COPIES OF THE INSTALLATION & PERFORMANCE REPORT BY THE REPRESENTATIVE OF THE SPLIT SYSTEMS PROVIDED.
- c. COPIES OF THE TEST & BALANCE REPORT. NOTATIONS OF CORRECTIVE ACTION SHALL BE INCLUDED.
- d. COPIES OF THE MECHANICAL SUBCONTRACTOR'S FIRST YEAR INSTALLATION AND EQUIPMENT WARRANTIES. NOTATION SHALL BE INCLUDED TO SHOW THE EXPIRATION OF THE FIRST YEAR PARTS & LABOR GUARANTEE, & OF THE EXTENDED 4-YEAR COMPRESSOR (ONLY) WARRANTY.
- e. OPERATION AND MAINTENANCE MANUALS FOR EACH ITEM OF EQUIPMENT REQUIRING MAINTENANCE, EXCEPT FOR EQUIPMENT NOT FURNISHED AS PART OF THE PROJECT. REQUIRED ROUTINE MAINTENANCE ACTIONS SHALL BE CLEARLY IDENTIFIED
- f. NAMES AND ADDRESS OF AT LEAST ONE SERVICE AGENCY.
- g. HVAC CONTROLS SYSTEMS MAINTENANCE AND CALIBRATION INFORMATION, INCLUDING WIRING DIAGRAMS, SCHEMATICS AND CONTROL SEQUENCE DIAGRAM. DESIRED OR FIELD DETERMINED SET POINTS SHALL BE PERMANENTLY RECORDED ON CONTROL DRAWINGS AT CONTROL DEVICES OR FOR DIGITAL CONTROL SYSTEMS, IN THE PROGRAMMING COMMENTS.

TEST AND BALANCE:

37. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF AN INDEPENDENT TEST, ADJUSTMENT AND BALANCE (TAB) AND COMMISSIONING AGENCY TO TEST, ADJUST, BALANCE AND COMMISSION:
- A. EACH SUPPLY AIR, RETURN, EXHAUST AND OUTDOOR AIR DISTRIBUTION SYSTEM,
- B. EACH HYDRONIC SYSTEM,
- C. EACH CONTROL SYSTEM INCLUDING CALIBRATE ALL CONTROL ELEMENTS AND CHECK OPERATION INCLUDING ALL INTERLOCKS.
38. TESTING AND BALANCING OF AIR DISTRIBUTION SYSTEMS SHALL BE PERFORMED, AT MINIMUM, IN ACCORDANCE WITH AABC NATIONAL STANDARDS, FIFTH EDITION, 1989. TEST AND BALANCE SHALL INCLUDE ALL EQUIPMENT AND DISTRIBUTION SYSTEMS AND SHALL BE REPORTED, AS A MINIMUM, ON FORMS AS PUBLISHED BY THE AABC (PAGE 213 AND 214 OF THE STANDARDS MANUAL); NEBB EQUIVALENT OR OTHER APPROVED EQUAL.
39. MEASURE AND RECORD THE DRY BULB AND WET BULB TEMPERATURES, HUMIDITIES (WHERE CONTROLLED), AND PRESSURES IN ALL SPACES SERVED WHEN THE OUTSIDE TEMPERATURE IS ABOVE 85ºF (SUMMER TAB) AND BELOW 50ºF (WINTER TAB). RECORD OUTSIDE DRY BULB AND WET BULB.
40. THE AGENCY SHALL, UNLESS APPROVED OTHERWISE BY THE OWNER, BE AN AABC OR NEBB MEMBER AND THE TAB WORK SHALL BE DONE BY AN AABC OR NEBB CERTIFIED TEST AND BALANCE TECHNICIAN AND COMMISSIONING AGENT.
41. THE CONTROLS SYSTEM OPERATION SHALL BE CHECKED FOR PROPER CALIBRATION AND OPERATION AND A REPORT ON THE OPERATION AND ADJUSTMENT SHALL BE SUBMITTED TO THE OWNER. THE TAB AGENCY SHALL VERIFY BY CHECK MEASUREMENTS USING INDEPENDENT INSTRUMENTS IN THE FIELD TO ENSURE THAT THE CONTROLS INDICATION IS ACCURATE; EVERY SAFETY AND ALARM INTERLOCK SHALL BE CHECKED. THE INTERFACE WITH THE BUILDING FIRE ALARM SYSTEM SHALL BE CHECKED.
42. INSTRUMENTS USED FOR TESTING AND BALANCING SHALL HAVE BEEN CALIBRATED WITHIN A PERIOD OF SIX MONTHS OF THE TIME OF THE TESTING AND BALANCING AND SUCH INSTRUMENTS SHALL BE CHECKED FOR ACCURACY PRIOR TO START OF WORK. SUBMIT VERIFICATION OF CERTIFICATION TO THE OWNER.
43. THREE BOUND COPIES & ONE DVD OF THE COMPLETE TEST REPORT SHALL BE SUBMITTED TO THE OWNER PRIOR TO FINAL INSPECTION OF THE PROJECT.
44. THE TAB REPORT SHALL INCLUDE A LIST OF ALL DEFICIENCIES FOUND DURING THE PRELIMINARY TESTING AND A CONTRACTOR RESPONSE INDICATING REMEDIAL ACTION TAKEN FOR EACH ITEM. THE TAB WORK SHALL NOT BE DEEMED DONE WITHOUT THIS REPORT.

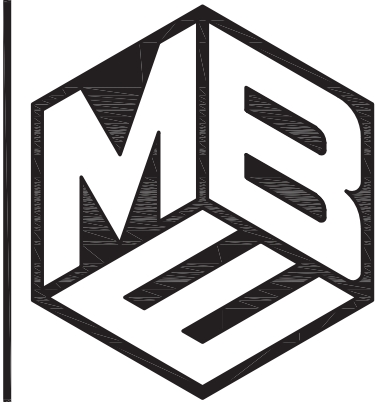
DEMOLITION NOTES:

1. CONTRACTOR SHALL VISIT SITE BEFORE BID TO BECOME FAMILIAR WITH AND TO VERIFY EXISTING CONDITIONS. LOCATION OF EXISTING EQUIPMENT, DUCT AND PIPE ROUTES MAY DEViate SLIGHTLY FROM WHAT IS SHOWN ON THE DRAWINGS.
2. WHERE EQUIPMENT, DUCTS AND PIPES, CONTROL DEVICES, CONDUITS, CABLES AND WIRING ARE DISCONNECTED FOR THE REMOVAL OR RELOCATION OF EQUIPMENT OR BECAUSE OF BUILDING ALTERATIONS, THEY SHALL BE RECONNECTED, TESTED AND MADE OPERATIONAL PRIOR TO HANDOVER. UNLESS OTHERWISE NOTED, ALL MATERIALS & EQUIPMENT SHOWN OR SPECIFIED TO BE DEMOLISHED SHALL BE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF IN ACCORDANCE WITH THE REGULATION OF THE GOVERNING AUTHORITIES. EQUIPMENT REQUIRED BY OWNER TO BE RELOCATED SHALL BE REMOVED, STORED AND DELIVERED, UNDAMAGED, BY THE CONTRACTOR DIRECTED BY OWNER. ANY DAMAGE CAUSED SHALL BE REPAIRED WITHOUT EXTRA COST TO THE CONTRACT.
3. CONTRACTOR SHALL DO ANY AND ALL CUTTING AND PATCHING REQUIRED FOR THIS SCOPE OF WORK, RESTORING ALL SURFACES TO THEIR ORIGINAL CONDITION TO MATCH SURROUNDING FINISHES. ALTERATIONS TO ANY STRUCTURAL MEMBER, EITHER STEEL OR CONCRETE, SHALL REQUIRE THE PRIOR APPROVAL OF OWNER.
4. THE CONTRACTOR SHALL REMOVE ALL SUPPORTING FACILITIES NO LONGER NEEDED OR MADE OBSOLETE BY THE DEMOLISHING OR RELOCATING EXISTING DUCTWORK & EQUIPMENT. SUCH REMOVAL INCLUDES, BUT IS NOT LIMITED TO, EXPOSED CONDUIT RUNS WITH WIRING AND SUPPORT BRACKETS AND ATTACHMENTS, ABANDONED PIPING SUPPORT BRACKETS AND ATTACHMENTS, FRAMES AND BASES, SWITCHES AND CONTROLS. REMOVAL OF PIPING SHALL INCLUDE ASSOCIATED VALVES.
5. BEFORE DEMOLISHING OR REMOVING ANY EXISTING WORK ISOLATE IT FROM OPERATING SYSTEMS BY CLOSING SHUT OFF VALVES OR CAPPING. OBSERVE EFFECT ON ADJACENT AREAS AND FACILITY OPERATIONS.
6. WHERE EQUIPMENT IS SHOWN TO BE DEMOLISHED OR RELOCATED IT SHALL BE REMOVED COMPLETE WITH ASSOCIATED PIPING, DUCTWORK, CONTROLS AND ASSOCIATED WIRING, CONDUITS AND WIRING, ELECTRICAL DEVICES, ETC., BACK TO THE POINT WHERE THESE CONNECT TO THE DISTRIBUTION SYSTEMS, CAP AND TERMINATE PIPING, DUCTS AND POWER SUPPLIES IN A LEAK-TIGHT, SAFE MANNER AT THESE POINTS.
7. EXISTING WALLS, FLOORS, PIPING, DUCTS, ETC., IN THE AREA OF WORK SHALL BE PROTECTED FROM DAMAGE; CEILINGS REMOVED FOR ACCESS SHALL BE REPLACED TO MATCH EXISTING SURROUNDING, COMPLETE WITH TEES, UNSCRATCHED, CONTINUOUS IN A NEAT MANNER. THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR FIXING EXISTING DEFICIENCIES BUT THESE SHALL BE BROUGHT TO OWNER'S ATTENTION AND RECORDED PRIOR TO STARTING THE WORK. FAILURE TO DO THIS WILL MAKE THE CONTRACTOR RESPONSIBLE TO REMEDY ALL DEFICIENCIES TO OWNER'S SATISFACTION.
8. VACUUM AND KEEP CLEAN ALL AREAS IN THE BUILDING DURING CONSTRUCTION. WORK SHALL BE DONE WITHOUT CAUSING DUST AND NOISE NUISANCE IN ADJACENT OCCUPIED SPACES.
9. CLEAN AND VACUUM INSIDE ALL EXISTING DUCTWORK TO BE RE-USED.

SYMBOL	MECHANICAL LEGEND
--HWW--	EXISTING HEATING HOT WATER PIPING
--  --	EXISTING HEATING SHUT-OFF VALVE
	NEW ZONE CONTROL VALVE
 ZVCP	ZONE CONTROL PANEL
	NEW THERMOSTAT
	EXISTING THERMOSTAT
 H	HUMIDITY/TEMPERATURE SENSOR (HONEYWELL: Z10)
 h	HUMIDITY SENSOR
 SD	EXISTING DUCT MOUNTED SMOKE DETECTOR
	EXISTING SIDEWALL RETURN GRILLE
	EXISTING DUCTWORK
	NEW--TO--EXISTING CONNECTION
	ITEM TO BE DEMOLISHED

ABBREVIATIONS:

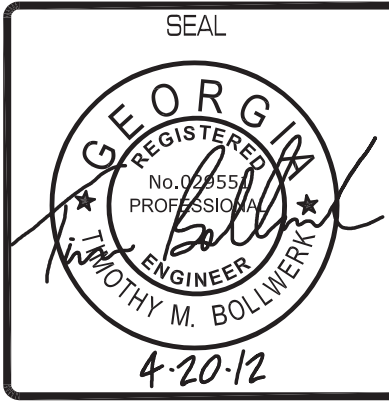
ADJ = ADJUSTABLE  
AFF = ABOVE FINISHED FLOOR  
BFC = BELOW FINISHED CEILING  
BTUH = BRITISH THERMAL UNITS PER HOUR  
CFM = CUBIC FEET PER MINUTE  
DB = DRY BULB  
°F = DEGREES FAHRENHEIT  
DIA = DIAMETER  
EER = ENERGY EFFICIENCY RATIO  
ESP = EXTERNAL STATIC PRESSURE  
FLA = FULL LOAD AMPS  
HP = HORSEPOWER  
HZ = HERTZ  
MAX = MAXIMUM  
MBH = 1000 BTUH  
MCA = MINIMUM CIRCUIT AMPS  
MOCp = MAXIMUM OVERCURRENT PROTECTION  
OA = OUTDOOR AIR  
RA = RETURN AIR  
SA = SUPPLY AIR  
TAB = TEST AND BALANCE  
TYP = TYPICAL  
WB = WET BULB  
ø = PHASE OR DIAMETER



MARSHALL & BOLLWERK  
ENGINEERING, INC.

950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbelnc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME

HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

DRAWING TITLE  
**MECHANICAL NOTES,  
LEGEND & ABBREVIATIONS**

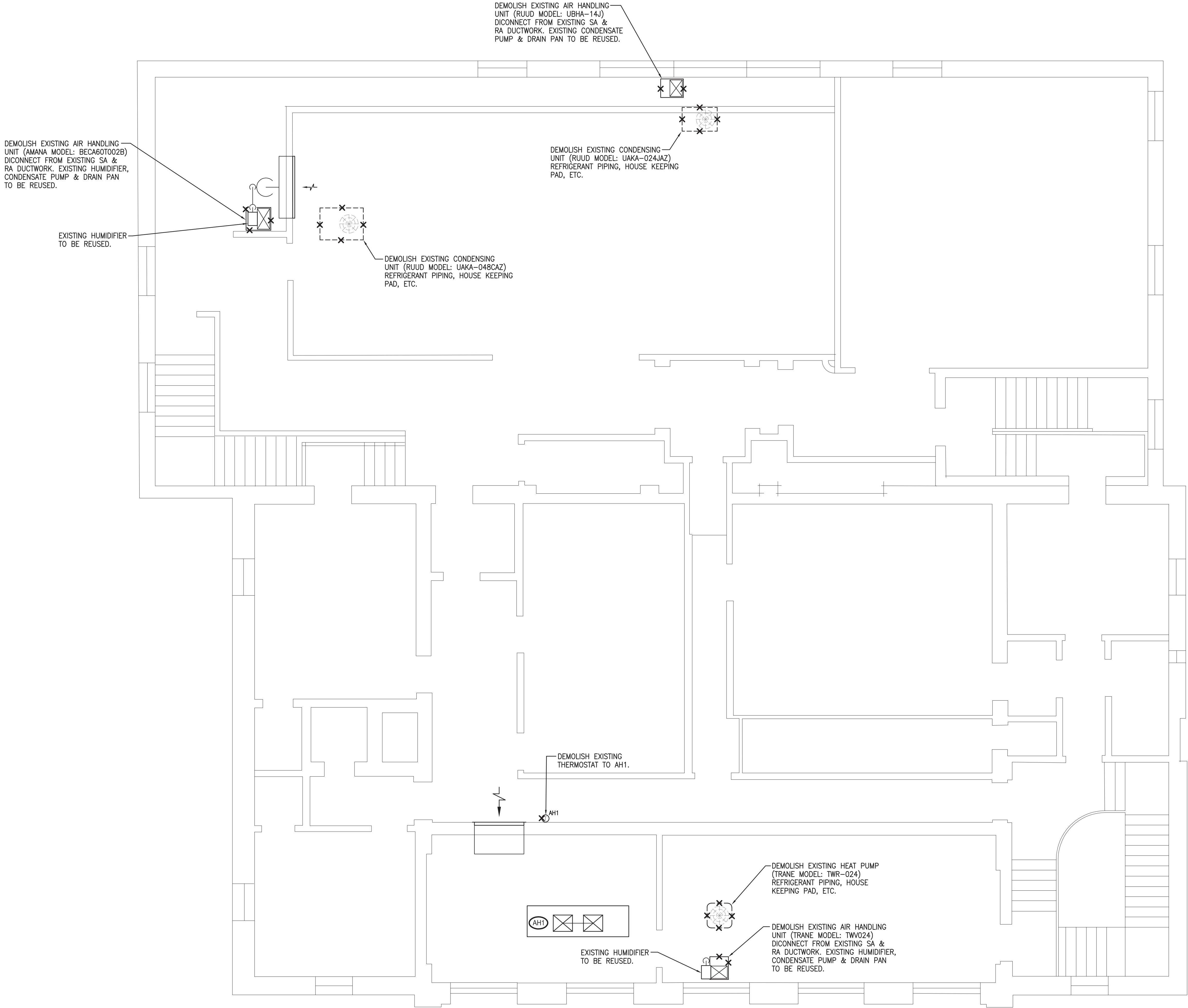
DRAWN BY  
**TB**

CHECKED BY  
**TB**

DATE  
**04-18-12**

SHEET  
**M001**  
OF 6



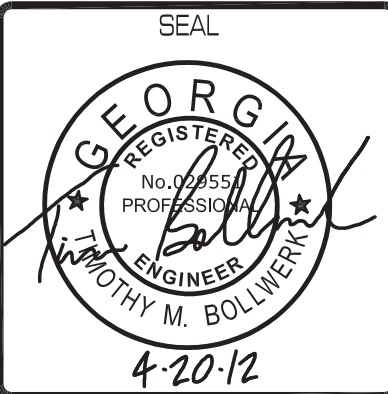


**LEVEL 2 - MECHANICAL DEMOLITION PLAN:**  
SCALE: 1/4"=1'-0"



**MARSHALL & BOLLWERK  
ENGINEERING, INC.**  
950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME  
**HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER  
30 ATLANTA ST.  
MARIETTA, GA 30060**

REVISIONS

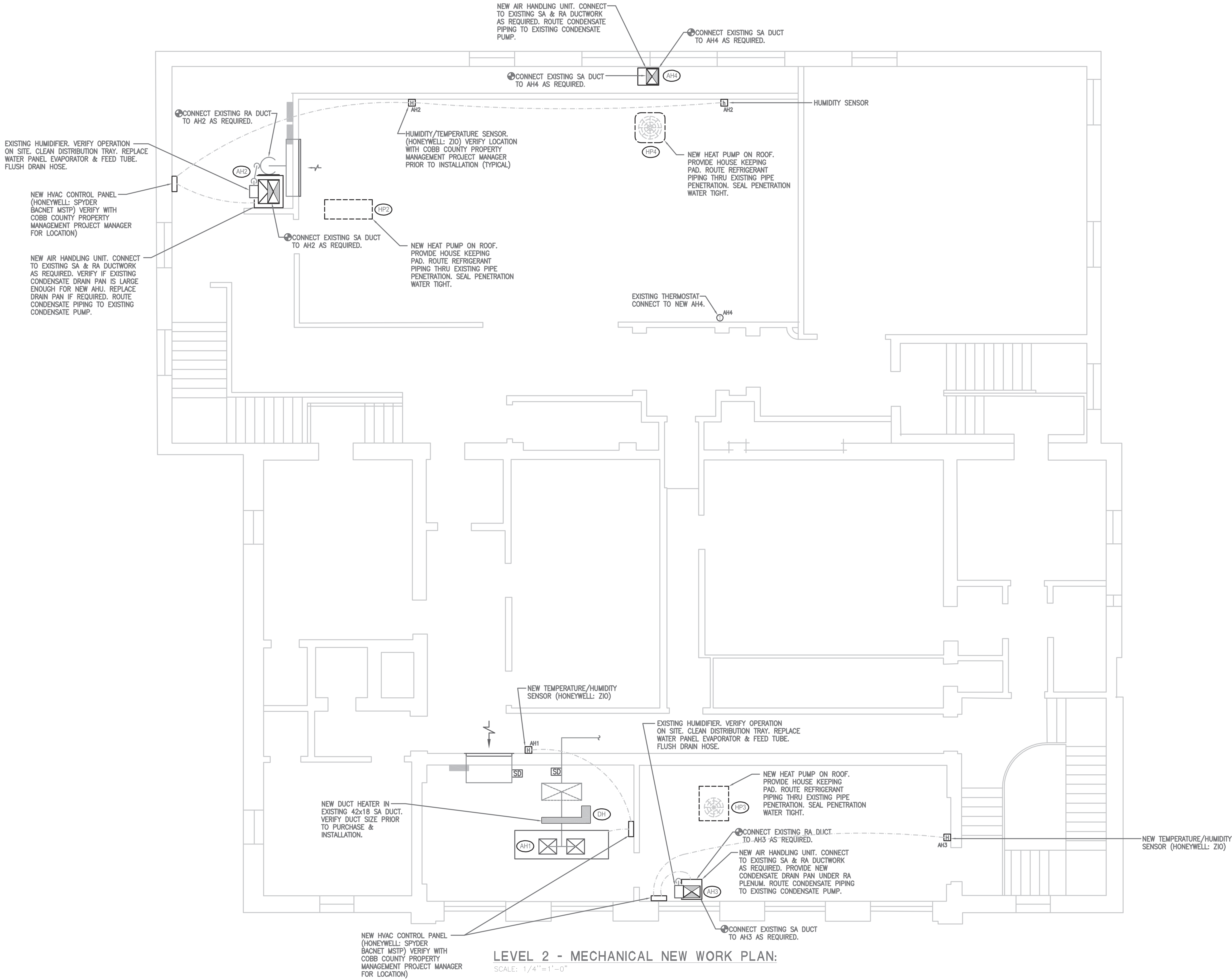
DRAWING TITLE  
**LEVEL 2 - MECHANICAL  
DEMOLITION PLAN**

DRAWN BY  
**TB**

CHECKED BY  
**TB**

DATE  
**04-18-12**

SHEET  
**M101**  
OF 5



LEVEL 2 - MECHANICAL NEW WORK PLAN:

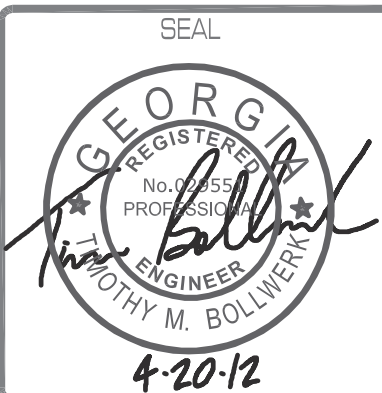
SCALE: 1/4"=1'-0"



MARSHALL & BOLLWERK  
ENGINEERING, INC.

950 North Point Pkwy, Suite 375  
Atlanta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue data for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME

HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

DRAWING TITLE  
LEVEL 2 - MECHANICAL  
NEW WORK PLAN

DRAWN BY  
TB

CHECKED BY  
TB

DATE  
04-18-12

SHEET  
M202  
OF 5



AIR HANDLING UNIT (WITH HOT GAS REHEAT) SCHEDULE													
TAG	MODEL	TOTAL CFM	O.A. CFM	FAN HP	E.S.P.	TOT. COOL (MBH)	SEN. COOL (MBH)	AUX. HEAT (KW)	WEIGHT (LB)	ELECTRICAL V/PH/HZ	MCA	MOCP	NOTES
AH2	V3-BRA-8-0-141A	1600	---	3/4	0.4	54.4	40.3	--	552	208/1/60	8	15	1,2,3,4,5,6
AH3	F1-B-024-1-V-A	800	---	1/2	0.4	26.3	19.4	3.8	129	208/1/60	26	30	1,2,3,4,5,6
<b>NOTES:</b> 1. COOLING CAPACITY BASED ON 80°F DB/67°F WB INDOOR ENTERING AIR TEMPERATURE AND 95°F DB OUTDOOR TEMP. 2. ESP DOES NOT INCLUDE COIL, CASING, OR FILTER LOSSES. 3. PROVIDE WITH HIGH EFFICIENCY EC MOTOR, BACKWARD CURVED PLENUM, THERMAL EXPANSION VALVE & DISCONNECT SWITCH. 4. PROVIDE 2" PLEATED 30% FILTER. 5. HUMIDISTAT – ELECTRONIC PROGRAMMABLE HUMIDISTAT WITH REMOTE HUMIDITY SENSORS (SENSORS AH2 ONLY) 6. PROVIDE WITH FACTORY INSTALLED MODULATING HOT GAS REHEAT WITH CONTROLLER. <b>SELECTIONS ARE BASED ON PRODUCTS BY AAON.</b> <b>EQUAL PRODUCTS: AS APPROVED BY OWNER.</b>													

HEAT PUMP (WITH HOT GAS REHEAT) SCHEDULE										
TAG	MODEL	TOTAL COOLING MBH	TOTAL HEATING MBH	TOTAL REHEAT MBH	SEER /EER	HSPF /COP	VOLTS/PH/HZ	MCA	MOCP	NOTES
HP2	CC-B-005-8-D-1	54.4	41.7	28.0	--/12.0	--/3.4	208/3/60	26	40	1,2,3,4
HP3	CB-B-024-8-B-1	26.3	26.6	15.8	16.3/---	8.5/---	208/1/60	16	25	1,2,3,4
<b>NOTES:</b> 1. COOLING CAPACITY BASED ON 80°F DB/67°F WB INDOOR ENTERING AIR TEMPERATURE AND 95°F DB OUTDOOR TEMP. 2. REHEAT CAPACITY IS BASED ON LEAVING AIR 72°F DB/61.5°F WB RELATIVE HUMIDITY OF 55%. 3. PROVIDE WITH MODULATING HOT GAS REHEAT, SUCTION PRESSURE TRANSDUCER & DISCONNECT SWITCH. 4. PROVIDE WITH SECOND TO FIFTH YEAR EXTENDED COMPRESSOR WARRENTY. <b>SELECTIONS ARE BASED ON PRODUCTS BY AAON</b> <b>EQUAL PRODUCTS: AS APPROVED BY OWNER.</b>										

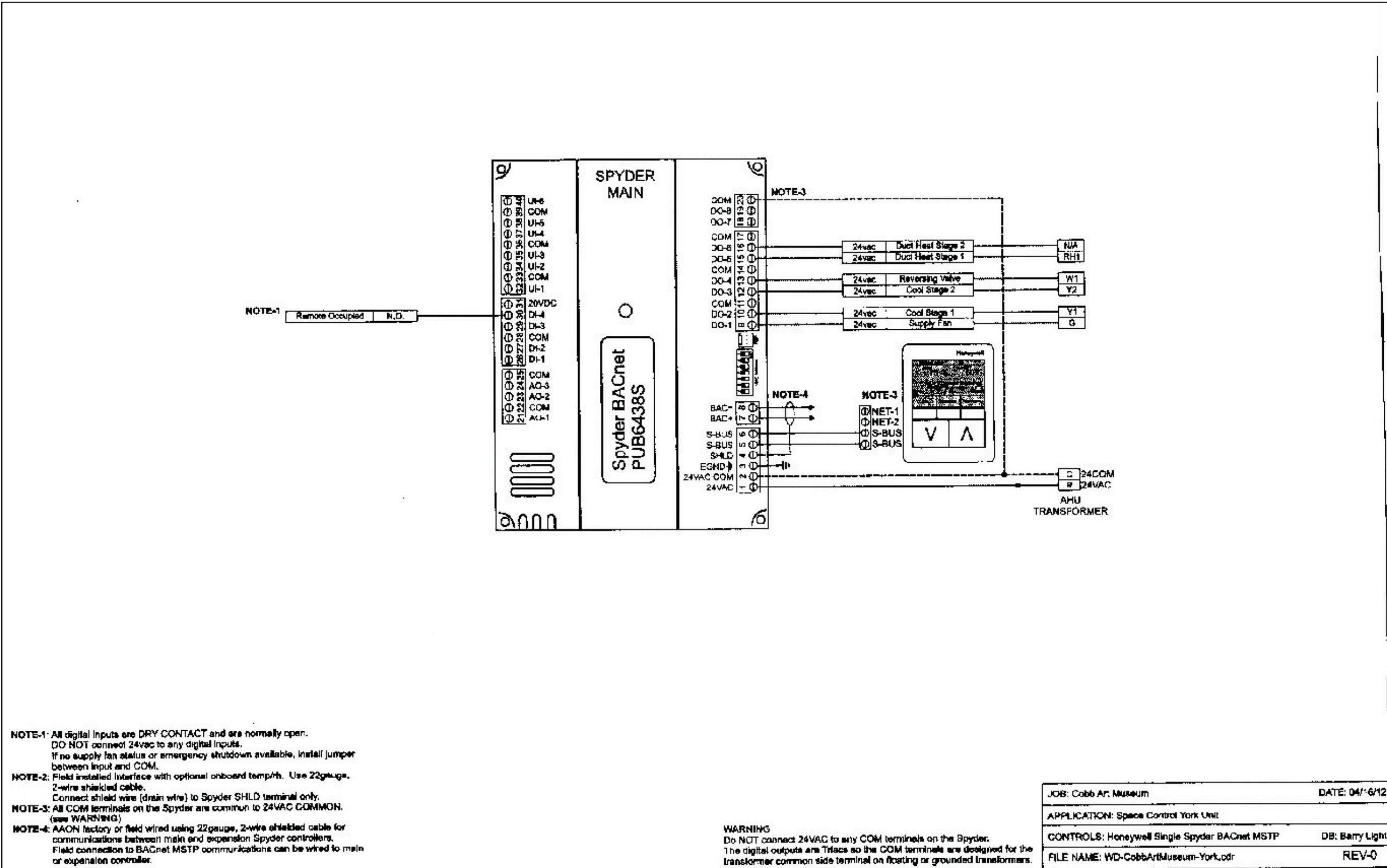
AIR HANDLING UNIT SCHEDULE													
TAG	MODEL	TOTAL CFM	O.A. CFM	FAN HP	E.S.P.	TOT. COOL (MBH)	SEN. COOL (MBH)	AUX. HEAT (KW)	WEIGHT (LB)	ELECTRICAL V/PH/HZ	MCA	MOCP	NOTES
AH4	FY4CNF030	800	—	1/4	0.5"	22.6	17.2	6.8	120	208/1/60	49.5	50	1,2,3,4,5,6
<b>NOTES:</b> 1. COOLING CAPACITY BASED ON 80°F DB/67°F WB INDOOR ENTERING AIR TEMPERATURE AND 95°F DB OUTDOOR TEMP. 2. ESP DOES NOT INCLUDE COIL, CASING, OR FILTER LOSSES. 3. PROVIDE WITH SINGLE POINT WIRING KIT, FACTORY INSTALLED THERMOSTATIC EXPANSION VALVE & DISCONNECT KIT 4. PROVIDE 2" PLEATED 30% FILTER. 5. THERMOSTAT — REUSE EXISTING THERMOSTAT. <b>SELECTIONS ARE BASED ON PRODUCTS BY CARRIER.</b> <b>EQUAL PRODUCTS: LENNOX, TRANE, RUUD, YORK OR AS APPROVED BY OWNER.</b>													

HEAT PUMP SCHEDULE									
TAG	TOTAL COOLING MBH	TOTAL HEATING MBH + 17 F	SEER	HSPF	VOLTS/PH/HZ	MCA	MOCP	CARRIER BASIS OF DESIGN	NOTES
HP4	22.6	13.3	13.2	8.4	208/1/60	16.7	25	25HCA324A	1,2,3
<b>NOTES:</b> 1. COOLING CAPACITY BASED ON 80°F DB/67°F WB INDOOR ENTERING AIR TEMPERATURE AND 95°F DB OUTDOOR TEMP. 2. PROVIDE WITH CRANKCASE HEATER, CYCLE PROTECTOR, FILTER DRYER, HIGH PRESSURE SWITCH, ISOLATION RELAY, LOW AMBIENT PRESSURE SWITCH, OUTDOOR THERMOSTAT, SUPPORT FEET AND TIME DELAY RELAY. 3. FOR TUBING LINE SETS BETWEEN 50' & 175' HORIZONTAL OR 20' VERTICAL DIFFERENTIAL SHALL BE SIZED & INSTALLED AS PER THE "RESIDENTIAL SPLIT-SYSTEM LONG-LINE APPLICATION GUIDELINE". <b>SELECTIONS ARE BASED ON PRODUCTS BY CARRIER</b> <b>EQUAL PRODUCTS: LENNOX, RUUD, TRANE, YORK OR AS APPROVED BY OWNER.</b>									

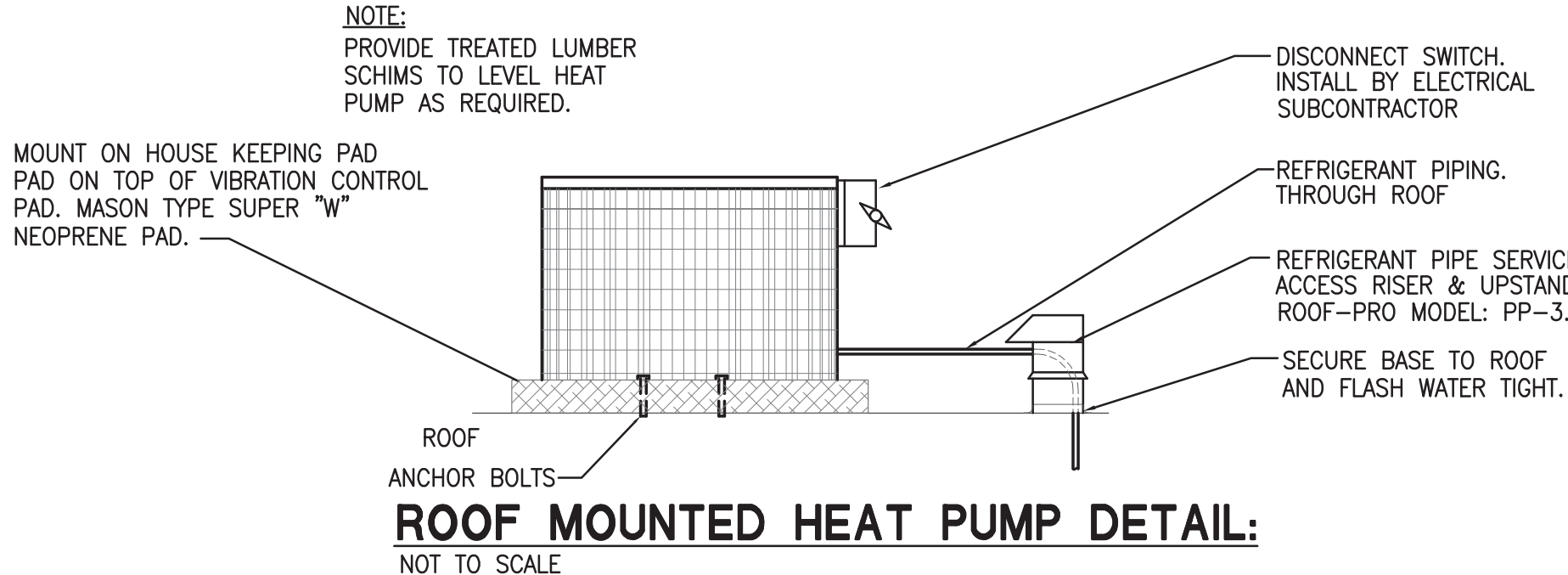
ELECTRIC DUCT HEATER SCHEDULE								
TAG	TYPE	DUCT DIMENSIONS	KW	STAGES	AIRFLOW (CFM)	TEMP. RISE (°F)	VOLTS/PH/HZ	NOTES
DH	SC	42x18	45	2	8,000	17.5	208/3/60	1,2,3
<b>NOTES:</b> 1. DUCT HEATER SHALL BE COMPLETE WITH THE FOLLOWING BUILT-IN CONTROLS: HIGH LIMIT CUT-OUT, MAGNETIC CONTACTORS AS REQUIRED, CONTROL TRANSFORMER & AIRFLOW SENSOR. 2. PROVIDE WITH BUILT-IN DISCONNECT SWITCH, SCR PROPORTIONAL CONTROLLER, SCREENS BOTH SIDES, SOLID STATE RELAY (TRIAC) HYBRID CONTROLLER (SCR + STEP CONTROLLER), LOAD FUSES (HRC TYPE), MERCURY CONTACTORS & PRESSURE ELECTRIC SWITCH. 3. VERIFY DUCT DIMENSIONS PRIOR TO PURCHASE & INSTALLATION. <b>SELECTIONS ARE BASED ON PRODUCTS BY THERMOLEC</b> <b>EQUAL PRODUCTS: INDEECO, MARKEL, NAILOR OR AS APPROVED BY OWNER.</b>								

ZONE VALVE SCHEDULE									
TAG	TYPE	SIZE	STYLE	CONNECTION	GPM	C <sub>v</sub>	VOLTS/PH/HZ	AMPS	NOTES
ZV1	570 SERIES	1-1/4"	2-WAY	SWEAT	10-16	7.2	24/1/60	0.9	1,2
ZV2	570 SERIES	1-1/4"	2-WAY	SWEAT	10-16	7.2	24/1/60	0.9	1,2
ZV3	570 SERIES	1-1/4"	2-WAY	SWEAT	10-16	7.2	24/1/60	0.9	1,2
<b>NOTES:</b> 1. BODY: BRONZE, STEM/SEALS: BELLINGS, SEAT ASSEMBLY: BRASS/ENG. POLYMER 2. PROVIDE WITH 3 YEAR HEAD, 5 YEAR BODY WARRENTY <b>SELECTIONS ARE BASED ON PRODUCTS BY TACO</b> <b>EQUAL PRODUCTS: HONEYWELL OR AS APPROVED BY OWNER.</b>									

ZONE VALVE CONTROL SCHEDULE					
TAG	TYPE	ZONES	TRANSFORMER VOLTS/PH/HZ	MAX. OUTPUT AT 24 VAC	NOTES
ZVCP	ZVC403	3	120/1/60	40 VA	1,2,3
<b>NOTES:</b> 1. PROVIDE THERMOSTAT FOR ZV1 & A THERMOSTAT FOR ZV2 & ZV3. 2. PROVIDE WITH 3 YEAR EXTENDED WARRENTY <b>SELECTIONS ARE BASED ON PRODUCTS BY TACO</b> <b>EQUAL PRODUCTS: HONEYWELL OR AS APPROVED BY OWNER.</b>					

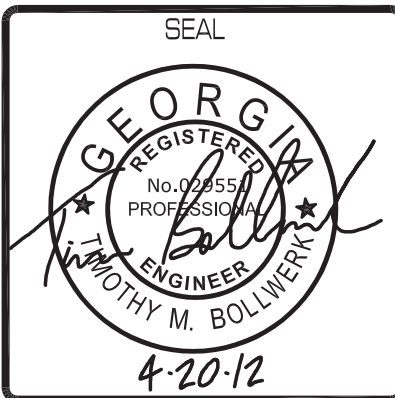


### HVAC CONRTOL PANEL WIRING DIAGRAM



**MARSHALL & BOLLWERK ENGINEERING, INC.**  
950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeng.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME  
**HVAC IMPROVEMENTS - COBB COUNTY - ART CENTER**  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

DRAWING TITLE  
**MECHANICAL SCHEDULES, DETAILS & HVAC CONTROL PANEL WIRING DIAGRAM**

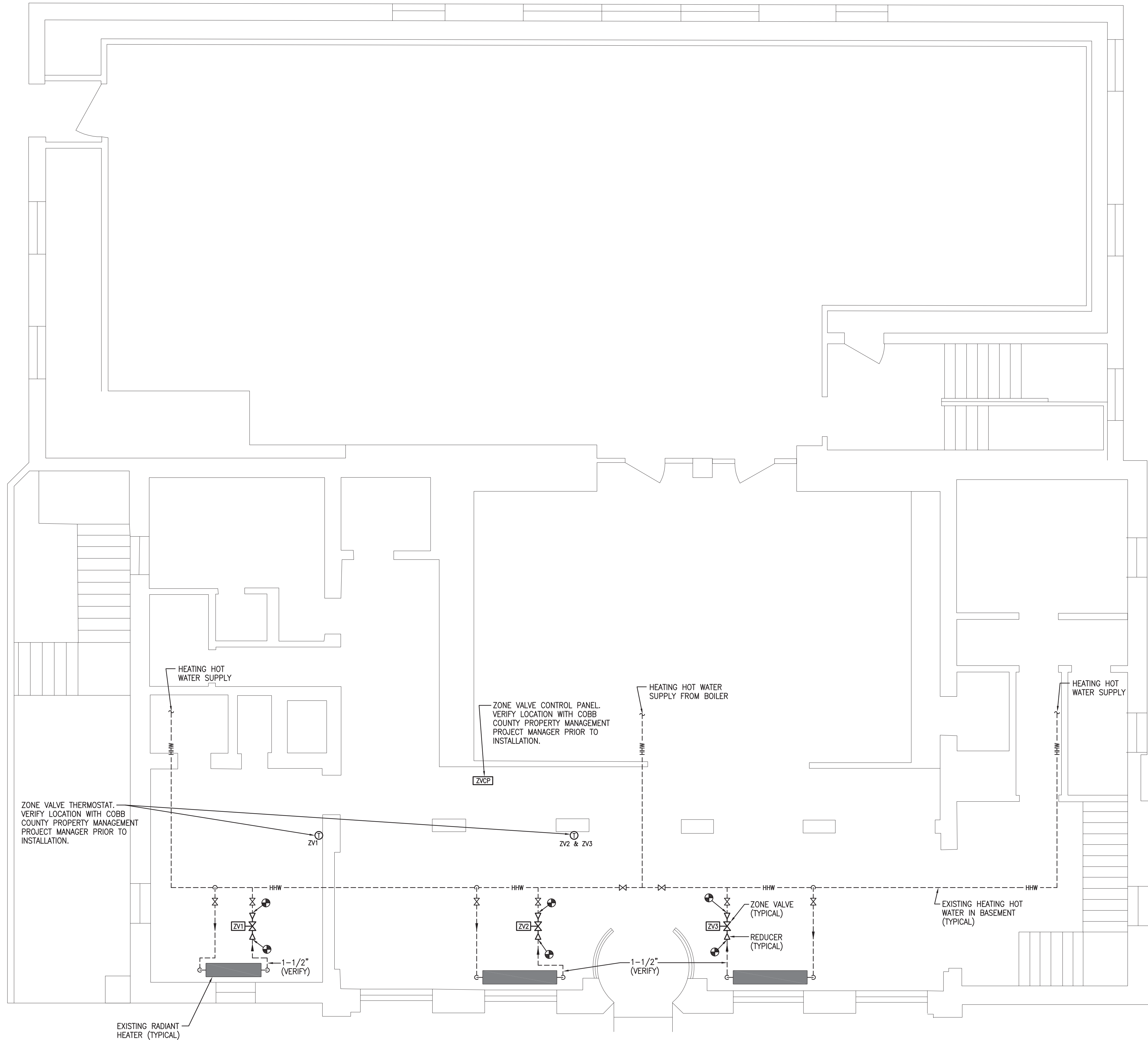
DRAWN BY  
**TB**

CHECKED BY  
**TB**

DATE  
**04-18-12**

SHEET  
**M301**  
OF 4



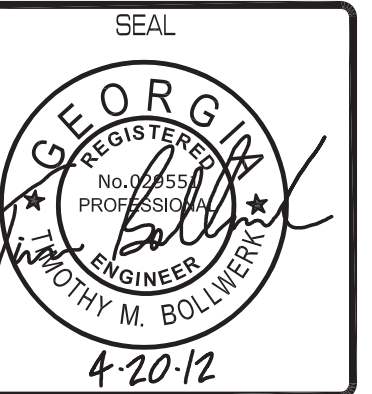


**LEVEL 1 - MECHANICAL NEW WORK PLAN:**  
SCALE: 1/4"=1'-0"



**MARSHALL & BOLLWERK  
ENGINEERING, INC.**  
950 North Point Pkwy, Suite 375  
Alpharetta, Ga. 30005  
p: (678) 795-0333  
f: (678) 795-0063  
e: mbe@mbeinc.net

This drawing is the engineer's property and shall not be reproduced without permission. The drawing is prepared for use on the identified site in conjunction with the issue date for a specific project and is not suitable for use on a different site, at a later time or for different project. All work must be verified by the contractor for fit within the building before proceeding with construction and the engineer must be notified of any discrepancies before proceeding with construction. Electronic files of this drawing are provided for information only and the hard copy shall control.



PROJECT NAME  
**HVAC IMPROVEMENTS -  
COBB COUNTY -  
ART CENTER**  
30 ATLANTA ST.  
MARIETTA, GA 30060

REVISIONS

DRAWING TITLE  
**LEVEL 1 - MECHANICAL  
NEW WORK PLAN**

DRAWN BY  
**TB**

CHECKED BY  
**TB**

DATE  
**04-18-12**

SHEET  
**M201**  
OF 6